

ROANOKE CITY COUNCIL REGULAR SESSION

JUNE 6, 2005 9:00 A.M.

ROOM 159

AGENDA

Call to Order--Roll Call.

A communication from Mayor C. Nelson Harris requesting that Council convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711(A)(1), Code of Virginia (1950), as amended.

A communication from Council Member Alfred T. Dowe, Jr., Chair, City Council's Personnel Committee, requesting that Council convene in a Closed Meeting to discuss the annual performance of three Council-Appointed Officers, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

(To be held at 12:00 p.m., in the Council's Conference Room.)

A communication from the City Manager requesting that Council convene in a Closed Meeting to discuss disposition of publicly-owned property, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711 (A)(3), Code of Virginia (1950), as amended.

A communication from the City Manager requesting that Council convene in a Closed Meeting to discuss terms of a public contract, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the City, pursuant to Section 2.2–3711 (A)(3), Code of Virginia (1950), as amended.

A communication from the City Manager requesting that Council convene in a Closed Meeting to discuss acquisition of real property for a public purpose, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2–3711 (A)(3), Code of Virginia (1950), as amended.

Items listed on the 2:00 p.m. Council docket requiring discussion/clarification, and additions/deletions to the 2:00 p.m. agenda. (15 minutes)

Topics for discussion by the Mayor and Members of Council. (15 minutes)

Items for discussion at a joint meeting of Council and the City Planning Commission on Tuesday, July 5, 2005, at 12:00 p.m.

BRIEFINGS:

• Flood Reduction Project – 20 minutes

Market Building Update – 15 minutes

• Space Assignment - Municipal North - 20 minutes

Central Roanoke Mobility Study
 (I-581/220 Corridor) - 15 minutes

• Upkeep of Roanoke River - 20 minutes

THE CITY COUNCIL'S PERSONNEL COMMITTEE WILL MEET AT 12:00 NOON IN THE COUNCIL'S CONFERENCE ROOM, ROOM 451, NOEL C. TAYLOR MUNICIPAL BUILDING.



ROANOKE CITY COUNCIL REGULAR SESSION

JUNE 6, 2005 2:00 P.M.

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call.

The Invocation will be delivered by Mayor C. Nelson Harris.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Harris.

Welcome. Mayor Harris.

NOTICE:

Today's Council meeting will be replayed on Channel 3 on Thursday, June 9, 2005, at 7:00 p.m., and Saturday, June 11, 2005, at 4:00 p.m. Council meetings are offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, ORDINANCES AND RESOLUTIONS, ETC., ON THE WEDNESDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853-2541.

THE CITY CLERK'S OFFICE PROVIDES THE MAJORITY OF THE CITY COUNCIL AGENDA ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS AGENDA MATERIAL. GO TO THE CITY'S HOMEPAGE AT WWW.ROANOKEVA.GOV. CLICK ON THE ROANOKE CITY COUNCIL ICON. CLICK ON MEETINGS AND AGENDAS. AND DOWNLOAD THE ADOBE ACROBAT SOFTWARE TO ACCESS THE AGENDA.

ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO THE COUNCIL CHAMBER. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH, HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.

ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE IS REQUESTED TO CONTACT THE CITY CLERK'S OFFICE AT 853-2541, OR ACCESS THE CITY'S HOMEPAGE AT WWW.ROANOKEVA.GOV. TO OBTAIN AN APPLICATION.

2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

A Resolution paying tribute to George C. "Chip" Snead, Jr., Assistant City R 19 Manager for Operations for the City of Roanoke.

3. **CONSENT AGENDA**

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

Minutes of the regular meeting of Council held on Monday, April 18, | P 21 C-12005, and recessed until Thursday, April 28, 2005.

RECOMMENDED ACTION:

Dispense with the reading of the minutes

and approve as recorded.

C-2 A communication from the City Manager requesting that Council schedule a public hearing for Monday, June 20, 2005, at 7:00 p.m., or as soon thereafter as the matter may be heard, with regard to proposed conveyance of property rights to the Roanoke Regional Airport Commission.

P 62

RECOMMENDED ACTION:

Concur in the request.

C-3 Minutes of a meeting of the Audit Committee which was held on Monday, May 2, 2005.

P 63

RECOMMENDED ACTION:

Receive and file.

A communication from Samuel G. Oakey, III, tendering his resignation C-4 as a member of the Roanoke Public Library Board.

P 70

RECOMMENDED ACTION:

Accept resignation and receive and file the

communication.

C-5 Qualification of the following persons:

> The Honorable M. Rupert Cutler as a member of the Roanoke Valley Area Metropolitan Planning Organization for a term ending June 30, 2008; and as a member of the Roanoke Valley Allegheny Regional Commission for a term ending June 30, 2008;

Robert H. Logan, III, as a member of the Roanoke Valley Allegheny Regional Commission, to fill the unexpired term of Jennifer L. Pfister, resigned, ending June 30, 2006;

Aaron Ewert, Sherman P. Lea, Jr., and Antwan Lawton as members of the Youth Services Citizen Board, for terms ending May 31, 2008; and

John B. Williamson, III, as a member of the Board of Directors, Western Virginia Water Authority, to fill the unexpired term of George W. Logan, resigned, ending March 1, 2008.

RECOMMENDED ACTION:

Receive and file.

REGULAR AGENDA

4. PUBLIC HEARINGS:

a. Proposal to adjust the Fiscal Year 2004-05 General Fund budget, in Connection with appropriation of funds for Social Service/Human B/O 75 Service programs.

5. PETITIONS AND COMMUNICATIONS: NONE.

6. REPORTS OF OFFICERS:

a. CITY MANAGER:

ITEMS RECOMMENDED FOR ACTION:

1. Execution of a contract with staff of the Fifth Planning District Commission Disability Services Board to provide continuing local administrative staff support; and appropriation of funds.

P 77; B/O 81; R 82

2. Transfer of funds in connection with recommendations of the Human Services Advisory Board to various non-profit agencies and performance audits for Fiscal Year 2005-06; and transfer of funds.

P 83; B/O 86; R 89 3. Transfer of \$335,512.00 in connection with recommendations of the Roanoke Arts Commission Agency Funding Advisory Committee to specific Art Commission agencies.

P 91: B/O 95

4. Execution of Amendment No. 7 to the agreement with Rosser International, Inc., in connection with Civic Center Facilities Expansion and Renovation Project, Phase II.

P 96; R 98

5. Acceptance of re-allocated funds from the State Compensation Board for equipment replacement in the Commonwealth Attorney's Office.

P 99; B/O 102

Appropriation of funds from the Western Virginia Water 6. Authority for street maintenance.

P 103: B/O 105

7. Appropriation of funds for the Outreach Detention/Electronic Monitoring Program.

P 106; B/O 108

8. Execution of a Performance Agreement with FreightCar Roanoke, Inc., and a request for Governor's Opportunity Funds in the amount of \$200,000.00.

P 109: B/O 128; O 129

Execution of an Amendment to the Agreement dated P 132; 9. December 20, 2004, with Colonial Green, L.C., in connection 0 153 with development of the Colonial Green project.

b. CITY ATTORNEY:

1. Amendment to the City Code to impose a mandatory minimum fine for certain types of graffiti and reducing certain time requirements for notices.

P 154: O 155

Readoption and reenactment of the Code of the City of Roanoke P 158: 2. (1979), as amended.

O 160

3. Execution of an amendment to the Consolidated Plan for Fiscal Year 2000-2005 to provide for redesignation of certain Community Development Block Grant and HOME Investment Partnership funds.

P 162; R 163

c. DIRECTOR OF FINANCE:

1. Financial report for the month of April 2005.

P 164

- 7. REPORTS OF COMMITTEES: NONE.
- 8. UNFINISHED BUSINESS: NONE.
- 9. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.

10. MOTIONS AND MISCELLANEOUS BUSINESS:

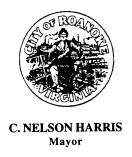
- a. Inquiries and/or comments by the Mayor and Members of City Council.
- b. Vacancies on certain authorities, boards, commissions and committees appointed by Council.

11. HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED IMMEDIATELY FOR RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.

12. CITY MANAGER COMMENTS:

CERTIFICATION OF CLOSED SESSION.



CITY OF ROANOKE OFFICE OF THE MAYOR

215 CHURCH AVENUE, S.W., ROOM 452 ROANOKE, VIRGINIA 24011-1594 TELEPHONE: (540) 853-2444 FAX: (540) 853-1145

June 6, 2005

The Honorable Vice-Mayor and Members of the Roanoke City Council Roanoke, Virginia

Dear Members of Council:

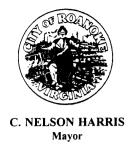
This is to request a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

Sincerely,

C. Welson Harris

C. Nelson Harris Mayor

CNH:snh



CITY OF ROANOKE

CITY COUNCIL

215 Church Avenue, S.W.
Noel C. Taylor Municipal Building, Room 456
Roanoke, Virginia 24011-1536
Telephone: (540) 853-2541
Fax: (540) 853-1145

Council Members:
M. Rupert Cutler
Alfred T. Dowe, Jr.
Beverly T. Fitzpatrick, Jr.
Sherman P. Lea
Brenda L. McDaniel
Brian J. Wishneff

June 6, 2005

The Honorable Mayor and Members of the Roanoke City Council Roanoke, Virginia

Dear Mayor Harris and Members of Council:

I wish to request a Closed Meeting to discuss the performance of three Council-Appointed Officers, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

Sincerely,

Alfred T. Dowe Jr Chair

City Council Personnel Committee

ATD:snh



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

The Honorable Mayor and Members of City Council Roanoke, Virginia

Subject: Request for closed meeting

Dear Mayor Harris and Council Members:

This is to request that City Council convene a closed meeting to discuss the disposition of publicly-owned property, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to §2.2-3711.A.3, Code of Virginia (1950), as amended.

Sincerely,

Darlene L. Burdham

City Manager

DLB/f

c: William M. Hackworth, City Attorney Jesse A. Hall, Director of Finance Mary F. Parker, City Clerk



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

The Honorable Mayor and Members of City Council Roanoke, Virginia

Subject: Request for closed meeting

Dear Mayor Harris and Council Members:

This is to request that City Council convene a closed meeting to discuss the terms of a public contract where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the City, pursuant to §2.2-3711.A.3, Code of Virginia (1950), as amended.

Sincerely,

Darlene L. Burcham City Manager

DLB/f

c: William M. Hackworth, City Attorney Jesse A. Hall, Director of Finance Mary F. Parker, City Clerk



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

The Honorable Mayor and Members of City Council Roanoke, Virginia

Subject: Request for closed meeting

Dear Mayor Harris and Council Members:

This is to request that City Council convene a closed meeting to discuss the acquisition of real property for a public purpose, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the City, pursuant to §2.2-3711.A.3, of the Code of Virginia (1950), as amended.

Sincerely.

Darlene L. Burcham

City Manager

DLB/s

c: William M. Hackworth, City Attorney Jesse A. Hall, Director of Finance Mary F. Parker, City Clerk



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

Honorable C. Nelson Harris, Mayor and Members of City Council Roanoke, VA

Dear Mayor Harris and Members of Council:

Subject:

Flood Reduction Project

This is to request space on Council's agenda for a 20 minute presentation on the above referenced subject.

Respectfully submitted,

Darlene L. Burcham

City Manager

DLB:sm

c:

City Clerk
City Attorney



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

Honorable C. Nelson Harris, Mayor and Members of City Council Roanoke, VA

Dear Mayor Harris and Members of Council:

Subject: Market Building Update

This is to request space on Council's agenda for a 15 minute presentation on the above referenced subject.

Respectfully submitted,

Darlene L. Burcham City Manager

DLB:jb

c:

City Clerk City Attorney Director of Finance



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

Honorable C. Nelson Harris, Mayor and Members of City Council Roanoke, VA

Dear Mayor Harris and Members of Council:

Subject:

Space Assignment -

Municipal North

This is to request space on Council's agenda for a 20 minute presentation on the above referenced subject.

Respectfully submitted,

Darlene L. Burcham

City Manager

DLB:jb

c: City Clerk

City Attorney



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

Honorable C. Nelson Harris, Mayor and Members of City Council Roanoke, VA

Dear Mayor Harris and Members of Council:

Subject:

Central Roanoke Mobility

Study (I-581/220 Corridor)

This is to request space on Council's agenda for a 15 minute presentation on the above referenced subject.

Respectfully submitted,

Darlene L. Burcham

City Manager

DLB:jb

c:

City Clerk

City Attorney



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

Honorable C. Nelson Harris, Mayor and Members of City Council Roanoke, VA

Dear Mayor Harris and Members of Council:

Subject:

Upkeep of Roanoke River

This is to request space on Council's agenda for a 20 minute presentation on the above referenced subject.

Respectfully submitted,

Darlene L. Burcham

City Manager

DLB:sm

c:

City Clerk

City Attorney

Z/MW

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION paying tribute to George Carpenter "Chip" Snead, Assistant City Manager for Operations for the City of Roanoke, and expressing to him the appreciation of this City and its people for his exemplary public service.

WHEREAS, Mr. Snead was born in Richmond, Virginia, and raised in Clifton Forge, Virginia;

WHEREAS, Mr. Snead holds a Bachelor of Science degree in chemistry from the Citadel in Charleston, South Carolina (1967) and a Master of Arts Degree in teaching from the University of North Carolina at Chapel Hill (1969);

WHEREAS, before practicing public administration, Mr. Snead served as an instructor at the Citadel from 1968 until 1969, and as a member of the teaching faculty at Virginia Polytechnic Institute and State University from 1969 until 1974;

WHEREAS, Mr. Snead served as County Administrator for Craig County, Virginia from 1975 until 1982;

WHEREAS, Mr. Snead began his employment with the City in 1982 as Director of Administration and Public Safety, and served as Director of Public Safety from 1994 to 2000;

WHEREAS, Mr. Snead served as Assistant City Manager for Community Development from April 2000 until May 2001;

WHEREAS, Mr. Snead has served as Assistant City Manager for Operations since May 2001, managing several City departments including Technology, General Services, Civic Facilities, Fire-EMS, Public Works, Human Resources, Environmental and Emergency Management, and Management and Budget;

WHEREAS, Mr. Snead has served this City under four city managers: H. Bern Ewert, W. Robert Herbert, James D. Ritchie (Acting), and Darlene L. Burcham;

WHEREAS, Mr. Snead is a 2003 Graduate of the Senior Executive Institute at the University of Virginia Weldon Cooper Center for Public Service, and a member of the International City Management Association (ICMA), where in May 2003, Mr. Snead achieved the designation as an ICMA Credentialed Manager;

WHEREAS, Mr. Snead has given his time to serve the Roanoke community during his tenure with the City, serving as a board member of the Children's Health Investment Program (CHIP), as president of the board for the National Conference for Community and Justice from 1996 to 1998, and through his involvement with the Regional Chamber of Commerce and the New Century Council;

WHEREAS, Mr. Snead has announced his retirement as Assistant City Manager for Operations effective June 10, 2005; and

WHEREAS, Mr. Snead has faithfully served the City of Roanoke and its citizens for 24 years.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

- 1. City Council adopts this means of recognizing and commending the many years of service rendered to the City of Roanoke and its people by George Carpenter "Chip" Snead.
- 2. The City Clerk is directed to transmit an attested copy of this resolution to Mr. Snead.

ATTEST:

City Clerk.

REGULAR WEEKLY SESSION----ROANOKE CITY COUNCIL

April 18, 2005

2:00 p.m.

The Council of the City of Roanoke met in regular session on Monday, April 18, 2005, at 2:00 p.m., the regular meeting hour, in the Roanoke City Council Chamber, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, with Mayor C. Nelson Harris presiding, pursuant to Chapter 2, Administration, Article II, City Council, Section 2-15, Rules of Procedure, Rule 1, Regular Meetings, Code of the City of Roanoke (1979), as amended, and pursuant to Resolution No. 36762-070604 adopted by the Council on Tuesday, July 6, 2004.

PRESENT: Council Members Brenda L. McDaniel, Brian J. Wishneff, M. Rupert Cutler, Alfred T. Dowe, Jr., Beverly T. Fitzpatrick, Jr. Sherman P. Lea, and Mayor C. Nelson Harris-------7.

ABSENT: None-----0.

The Mayor declared the existence of a quorum.

OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; Jesse A. Hall, Director of Finance; and Mary F. Parker, City Clerk.

The invocation was delivered by Council Member Sherman P. Lea.

The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Harris.

PRESENTATIONS AND ACKNOWLEDGEMENTS:

ACTS OF ACKNOWLEDGEMENT-DECEASED PERSONS: Council Member Dowe offered the following resolution memorializing the late Arthur E. Smith:

(#37014-041805) A RESOLUTION memorializing the late Arthur Edward Smith, a long-time Roanoke resident and former attorney.

(For full text of resolution, see Resolution Book No. 69, Page 339.)

Council Member Dowe moved the adoption of Resolution No. 37014-041805. The motion was seconded by Council Member Cutler and adopted by the following vote:

	Council Members McDaniel, Wishneff, Cutler, Dowe, Fitzpat	,
and Mayor Ha	arris	7
NAYS:	None	0

The Mayor called for a moment of silence in memory of Mr. Smith.

PROCLAMATIONS: The Mayor advised that Beth Poff, Executive Director, Mill Mountain Zoo, will leave the City of Roanoke on May 3, 2005 to assume the position of Executive Director of the Zoo in Jackson, Mississippi. In recognition of her services, he presented a proclamation declaring April 18, 2005, as Beth Poff Day in the City of Roanoke. He also presented Ms. Poff with the key to the City.

CONSENT AGENDA

The Mayor advised that all matters listed under the Consent Agenda were considered to be routine by the Members of Council and would be enacted by one motion in the form, or forms, listed on the Consent Agenda, and if discussion was desired, that item would be removed from the Consent Agenda and considered separately. He called specific attention to one request for Closed Session.

COMMITTEES-CITY COUNCIL: A communication from Mayor C. Nelson Harris requesting that Council convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended, was before the body.

Vice-Mayor Fitzpatrick moved that Council concur in the request of the Mayor to convene in a Closed Meeting as above described. The motion was seconded by Council Member Dowe and adopted by the following vote:

	AYES: C	ouncil Me	mbers Mc	Daniel, ۱	Wishneff,	Cutler,	Dowe,	Fitzpatrick,	Lea
and M	ayor Harı	is							7.
	NAYS: N	one							0.

HUMAN DEVELOPMENT-COMMITTEES: A communication from Jane R. Conlin, Director of Human/Social Services, advising of the resignation of H. Clarke Curtis as a member of the Human Services Advisory Board, effective immediately, was before the body.

Vice-Mayor Fitzpatrick moved that Council accept the resignation and that the communication be received and filed. The motion was seconded by Council Member Dowe and adopted by the following vote:

	: Council Members McDaniel, Wishneff, Cutier, Dowe, Fi Harris	•
NAYS	S: None	0

OATHS OF OFFICE-PARKS AND RECREATION-COMMITTEES: A report of qualification of Christene A. Montgomery as a member of the Parks and Recreation Advisory Board, for a term ending March 31, 2008, was before Council.

Vice-Mayor Fitzpatrick moved that the report of qualification be received and filed. The motion was seconded by Council Member Dowe and adopted by the following vote:

AYES: Council Members McDaniel, Wishneff, Cutler, Dowe, Fitzpatrick, Lea and Mayor Harris-----7.

NAYS: None-----0.

REGULAR AGENDA

PUBLIC HEARINGS: NONE.

PETITIONS AND COMMUNICATIONS:

BUDGET-CABLE TELEVISION: A communication from Council Member Sherman P. Lea, City of Roanoke representative to the Roanoke Valley Regional Cable Television Committee, advising that the City of Roanoke, the County of Roanoke, and the Town of Vinton jointly operate Roanoke Valley Television (RVTV); initial equipment and facilities for the television station were funded through a \$480,000.00 capital grant from Cox Communications; and the station employs five full-time staff members who produce videos and shows for local governments and school systems for cable casting, along with government meetings, on Cox Communications' Channel 3.

It was further advised that on June 8, 1992, Council approved the Roanoke Regional Cable Television Agreement, which requires that the RVTV Operating Budget be approved by the governing bodies of the city, county, and town, with funding to be shared by the three governments, based on the annual proportion of Cox subscribers located in each jurisdiction.

It was explained that the Roanoke Regional Cable Television Committee approved the RVTV Operating Budget for Fiscal Year 2005-06 at its March meeting, in the amount of \$304,713.00, which is a 3.7 per cent increase from the current year's budget of \$293,865.00; Cable Television staff is included on Roanoke County's payroll and benefit system and will receive the same salary increase and insurance costs as other County employees; RVTV's current rent is \$2,770.83 per month; beginning March 1, 2006, rent will increase to \$2,853.96 per month; the proposed budget includes funding for closed captioning services for meetings of both the City Council and Board of Supervisors;

Cox Communications paid a five per cent Franchise Fee to the local governments in 2004, which totaled \$1,841,543.00; local governments have informally agreed to allocate up to 20 per cent of the Franchise Fees collected to the RVTV Operating Budget; for the coming year, the amount would be \$368,309.00; RVTV's requested budget of \$304,713.00 is less than that amount; and Cox calculates the percentage of subscribers (December 31, 2004) in each locality as follows:

Locality	<u>Subscribers</u>	<u>Percentage</u>
Roanoke	31,008	54%
Roanoke County	23,593	41%
Vinton	2,634	5%

Based on the above referenced figures, it was noted that each locality's contribution to the RVTV Operating Budget of \$304,713.00 is as follows:

<u>Locality</u>	Contribution for FY05 -06
Roanoke	\$164,545.00
Roanoke County	\$124,932.00
Vinton	\$ 15,236.00
Total	\$304,713.00

Council Member Lea recommended that Council approve the proposed RVTV budget for Fiscal Year 2005-06, in the amount of \$304,713.00, with the City's contribution totaling \$164,545.00.

Vice-Mayor Fitzpatrick offered the following resolution:

(#37015-041805) A RESOLUTION approving the recommendation of the Roanoke Valley Regional Cable Television Committee to approve the annual operating budget for Fiscal Year 2005-2006 for the operation of the regional government and educational access station, Roanoke Valley Television (RVTV, Channel 3), and for the City to provide partial funding.

(For full text of resolution, see Resolution Book 69, Page 342.)

Vice-Mayor Fitzpatrick moved the adoption of Resolution No. 37015-041805. The motion was seconded by Council Member McDaniel.

Elaine Simpson, Station Manager, RVTV, advised that for the City of Roanoke for 2004-2005, RVTV produced 12 Inside Roanoke shows, 12 Spotlight on City Schools shows, 24 City Council meetings, and 22 original video productions for the City of Roanoke (13 for the City of Roanoke, five for City Schools, and four joint City-County productions).

There being no further discussion, Resolution No. 37015-041805 was adopted by the following vote:

	AYES:	Council	Members	McDaniel,	Wishneff	, Cutler,	Dowe,	Fitzpatric	:k, Lea
and N	1ayor H	arris							7.
	NAVS.	None							0
	MAIS.	NOTIC							······································

BUDGET-ROANOKE VALLEY RESOURCE AUTHORITY: A communication from Bittle W. Porterfield, III, Chair, Roanoke Valley Resource Authority, advising that on March 30, 2005, the Roanoke Valley Resource Authority approved its 2005 - 2006 annual budget, totaling \$8,606,670.00 which represents a slight decrease of -0.3% from the current 2004 - 2005 budget; and tipping fee rate for Charter Members and commercial users will remain the same.

It was further advised that in accordance with the Member Use Agreement, the Resource Authority's 2005 - 2006 Annual Budget is submitted for approval by Council.

Vice-Mayor Fitzpatrick offered the following resolution:

(#37016-041805) A RESOLUTION approving the annual budget of the Roanoke Valley Resource Authority for Fiscal Year 2005-2006, upon certain terms and conditions.

(For full text of resolution, see Resolution Book 69, Page 343.)

Vice-Mayor Fitzpatrick moved the adoption of Resolution No. 37016-041805. The motion was seconded by Council Member Dowe.

Council Member Cutler inquired if gas is still being flared on Rutrough Road; whereupon, Mr. Barger responded in the affirmative.

There being no further discussion/questions, Resolution No. 37016-041805 was adopted by the following vote:

and M	AYES: Council Members McDaniel, Wishneff, Cutler, Dowe, Fitzpatrick, Lea layor Harris7.
	NAYS: None0.
	REPORTS OF OFFICERS:
	CITY MANAGER:

BRIEFINGS:

BUDGET: The City Manager introduced Sherman M. Stovall, Director, Office of Management and Budget, to present highlights of the City of Roanoke Recommended Budget for Fiscal Year 2005-2006:

- The recommended budget is balanced and totals \$223,799,000.00, an increase of \$12,023,000.00, or 5.68 per cent.
- A recommended increase of one per cent in the meals tax portion of the incremental revenue dedicated to fund the City of Roanoke's share of the William Fleming High School renovation project.
- Recommended adjustments to several user fees.
- General Fund Revenue Summary:

Revenue Increase -	\$12,023,000.00
Local Revenue	9,536,000.00
	+ 5.80%
State	2,487,000.00
Revenue	+ 5.26%

Local Revenues

	FY 2005-06	FY 2004-05
	<u> \$ Change</u>	<u>% Change</u>
Total Local Revenues	\$9,536,000.00	5.80%
Real Estate Tax	\$5,239,000.00	8.90%
Personal Property Tax	\$ 495,000.00	2.15%
Sales Tax	\$ 246,000.00	1.30%
Prepared Food	\$2,558,000.00	33.04%
All Other Local Taxes and		
Revenues	\$ 998,000.00	1.78%

State Revenues

	FY 2005-06 \$ Change	FY 2004-05 % Change
Total Intergovernmental Revenues	\$2,487,000.00	5.26%
Human/Social Services	\$ 605,000.00	2.79%
Shared Expenses	\$ 594,000.00	7.64%
(Constitutional Officers)		
Non-Categorical and Other	\$ (166,000.00)	(10.60%)
(Recordation, ABC/Wine, Rolling		
Stock, and rental Car Tax)		
Categorical	\$1,454,000.00	8.90%
(Jail Per Diems, HB 599, Street		
Maint., Library, VJCCCA)		

User Friendly Adjustments

<u>Fee</u>	<u>Proposed</u>	Current
Elmwood Park Amphitheatre	\$ 250.00	\$ 150.00
	per day	per day
Mobile Stage (Non-profit not	\$ 900.00	\$ 600.00
charging admission)	per day	per day
Mobile Stage (Events charging	\$ 1,200.00	\$ 900.00
admission)		
Outdoor Pool Entrance	\$2.00 (Youth)	\$1.00 (Youth)
	\$3.00 (Adults)	\$2.00 (Adults)
Monthly Fitness Center	\$ 18.00 (R)	\$15.00 (R)
	\$ 25.00 (NR)	\$22.00 (NR)
Daily Fitness Center	\$ 5.00 (R)	\$4.00 (R)
	\$ 6.00 (NR)	\$5.00 (NR)
Library Copy Fees	\$ 0.15	\$ 0.10

Fee Adjustments

<u>Fee</u>	Proposed	Current
Rental Inspection Fee	\$25.00	\$75.00
Initial and Periodic		
Rental Inspection Fee	\$50.00	\$35.00
Follow-Up		
Asbestos Removal	\$45.00	Based on
•		valuation
Manufactured Homes and	\$ 75.00 Single Wide	Based on
Modular Buildings	\$100.00 Double Wide	valuation
	\$125.00 Triple Wide	
Tent and Membrane Structures	\$50.00	Based on
over 900 square feet		valuation
Temporary Certificate of	\$ 75.00 First Renewal	
Occupancy	\$125.00 Subsequent	

General Fund Expenditure Summary

Revenue Increase	\$1	2,023,000.00
Schools	\$	2,462,373.00
Employee Compensation, Benefits and Programs	\$	5,208,997.00
Debt Service, Equipment Replacement	\$	2,980,000.00
and Capital Maintenance		
Program and Other Budget Adjustments		1,896,549.00
Budget Reductions	\$	(524,919.00)

Commitment to Education:

Increase of \$2,462,373.00

Based on 36.42 per cent of adjusted local taxes

Total transfer of \$54,352,299.00, increase of 4.7 per cent

Debt service of \$3,781,963.00

Support of Patrick Henry and William Fleming High Schools
renovation projects

Employee Compensation and Benefits:

Employee Compensation - \$3,212,149.00 Average raise of 3.0 per cent of base pay - \$3,091,889.00 Fire-EMS Career Enhancement - \$120,260.00 Benefits and Programs - \$1,996,848.00

 Debt Service and Cash Funded Capital, Equipment Replacement and Maintenance

Additional Debt Capacity - \$2,301,000.00
Support of planned capital projects
Capital and Equipment Replacement - \$679,000.00
Equipment Replacement - \$184,000.00
Capital Building Maintenance - \$130,000.00
Paving - \$200,000.00
Technology - \$165,000.00

Proposed Use of One Time funding

Repayment of Roanoke River Flood Reduction projects from funds borrowed for the Fire-EMS Facilities project-\$217,184.00 Concept Design Courthouse Expansion - \$250,000.00 Streetscapes and Traffic Calming - \$250,000.00 Jail HVAC Design - \$150,000.00 Funding to Roanoke Redevelopment and Housing Authority for market rate rental unit - \$235,000.00 Prioritized Projects - CMERP - \$1,403,018.00 Carvins Cove Management Plan - \$90,000.00 Equipment Replacement - \$450,000.00 Technology Projects - \$450,000.00 General Contingency - \$110,000.00

Healthy Local Economy:

Promotion of Brand Identity
Enhance the profile of Roanoke outside of the region to
attract new businesses, visitors and residents
Market Roanoke as a technology savvy city with the continued
promotion of the WiFi Zone downtown

RCIT Landscape Maintenance Enhance landscape maintenance to market the property for economic development

• Strong Neighborhoods

Building Inspector Position
Support rental inspection program and code compliance activities
Construction Inspector
Support site development inspections
Stormdrain maintenance
Enhance maintenance of storm drains
Traffic Signal Equipment Replacement
Ensure safer streets and intersections
Support of GRTC/Valley Metro
Additional financial support, with no reduction in service level

Strong Neighborhoods

Curb, Gutter, and Sidewalk
Continue improvement program
Zoning Ordinance
Adopt the updated zoning ordinance
Neighborhood Plans
Complete the development of the final neighborhood plan and the implementation of all plans
Targeted Application of CDBG funds
Focus on neighborhood development and improvement

Parks, Recreation and Leisure

Parks and Recreation
Support greenway maintenance, therapeutic recreation program and other program activities
Library
Restore Sunday operating hours at the Main Library
Completion of the library comprehensive study
Greenways
Support future development of greenways

Vibrant Downtown:

Market Building
Financial support for the operation of the Market Building
Downtown Market-Area Study

Civic Center
Additional funding to support operations
Expansion and renovation to provide additional exhibit hall space
Support for EventZone
Consistent oversight of downtown events

Quality Services:

Health Department
Facilitate move to the Civic Mall
Community Agency Funding
Support of human service, community and cultural agencies
Youth Services
Continue supporting youth services and programs that
advocate for youth.

Other Adjustments:

Motor Fuels
Additional funding based on rising costs
State Mandated Public Safety Overtime
Workforce Staffing
Reduction of nine unfunded positions
Expenditure Reductions
Across all departments and divisions

Vice-Mayor Fitzpatrick moved that the City Manager be instructed to adjust the proposed 2005-2006 fiscal year budget to include Fire/EMS and Sheriff employees in the new pay scale that was approved for Police Officers which took effect on January 1, 2005. The motion was seconded by Council Member Cutler and unanimously adopted.

Council Member Cutler advised that he looks forward to the time when Council officially designates Carvins Cove Natural Reserve as a City park and donates a conservation easement on the land to the Virginia Outdoors Foundation and the Western Virginia Land Trust which will save the undeveloped water shed in perpetuity for water conservation and recreational values. He added that he looks forward to the preparation of a management plan that can be used as the basis for conservation easements, and expressed support for funds that are included in the proposed budget for the greenway system and community arts and cultural agencies.

Council Member Dowe commended the City Manager and the budget team on their intuitive and creative thinking and proactive decision making.

Council Member Lea also commended the budget team and asked that consideration be given to allocating funds for preservation of the Oliver White Hill house which will send a strong message not only to the Roanoke community, but statewide.

Council Member McDaniel advised that she was pleased that the proposed budget includes funds for reinstatement of Sunday hours at the Main Library. She inquired as to how the Library Study will be addressed.

The City Manager advised that the consultant's written document has not been received; following receipt, the document will be forwarded to the Library Steering Committees and the Library Boards for the City of Roanoke and Roanoke County for review and recommendation to be followed by discussions by City Council and the Board of Supervisors as to whether there is an interest to proceed on a regional basis. She stated that a sizeable contingency has been left in the City's Capital Maintenance and Equipment Replacement account in anticipation that Council may wish to take some action over the next several months to further the Library study, whether it be on a regional basis or as a single jurisdiction.

Council Member Wishneff advised that the increase in the prepared food tax from four per cent to five percent in the proposed 2005-2006 budget is recommended in order to provide the ability to fund the debt service for William Fleming High School improvements and certain other key City projects.

Sherman M. Stovall, Director, Office of Management and Budget, advised that at the time Council made the decision to support improvements to the second high school, no funding strategy was in place to fund the debt to be issued for the William Fleming project; when bonds are issued for the William Fleming project in 2008, the City will need approximately an additional \$1 million to service the debt, therefore, the increase in the meals tax provides the capability to service the debt on the bonds.

Council Member Wishneff reiterated his support for cultural agencies and advised that during upcoming budget study sessions, he will ask Council to consider appropriating in the range of \$250,000.00 or more over the amount that is currently recommended in the City's fiscal year 2005-2006 budget.

The City Manager advised that in May 2000, when receiving the plan from the school system to replace or significantly renovate the two high schools, the then sitting Council directed City staff to set aside \$570,000.00 a year on an annual basis to fund the Patrick Henry High School renovation or a new building; the then sitting Council acknowledged that no funding was in place for the second high school, but desired to go on record that the Council intended to treat both high schools the same; it was identified as early as the year 2000 that the City would need an additional funding source in order to pay the debt service on the William Fleming improvements; and for the past three years, City staff, as a part of strategic planning sessions with the Council, has indicated that staff's recommendation would be an increase in the meals tax. She stated that the meals tax as a revenue stream was selected because (1) the meals tax is a discretionary

tax in that individuals have a choice as to whether or not they choose dine out, (2) the City of Roanoke, as the center to the region, provides a service to many people who do not reside in the City of Roanoke and do not pay the City's traditional taxes, but do benefit from the services that citizens enjoy within the City of Roanoke, and (3) the largest meals tax payer in the City of Roanoke is The Hotel Roanoke which primarily caters to visitors within the community; therefore, for those reasons, as well as the need to put in place an appropriate revenue source to fund William Fleming High School improvements, a one per cent meals tax was recommended. She noted that when comparing the City of Roanoke to other urban cities throughout the Commonwealth of Virginia, the City's meals tax will be in line with that charged in other urban communities.

Council Member Cutler called attention to storm water drainage which is a major capital construction need, and noted that Council has been briefed on approximately \$60 million or more of backlog storm drainage projects; whereupon, he called upon the City Manager for suggestions on how to address the issue.

The City Manager responded that City staff has suggested implementation of a storm water management fee; and the Council, being cognizant of the physical location of the City and the fact that much of the water runoff is a result of development from neighboring jurisdictions, has suggested that the appropriate way to approach storm water management is through a regional approach for specific projects that go beyond the City's traditional jurisdictional boundaries. Whether there is a regional approach or a single jurisdictional approach, she stated that the best way to handle storm water drainage is through implementation of a storm water fee, which is assessed based upon the amount of impervious surface of each individual property owner and represents a fair share of the property owner's contribution to storm water run off.

The Mayor advised that Council will hold a public hearing on the City's proposed fiscal year 2005-2006 budget, the HUD Consolidated Plan and real property tax rate on Thursday, April 28, 2005, at 7:00 p.m., in the City Council Chamber, and Council will convene in budget study sessions on May 4, 2005 at 8:30 a.m., in Room 159, Noel C. Taylor Municipal Building, and on May 5, 2005 at 8:30 a.m., if necessary.

ITEMS RECOMMENDED FOR ACTION:

BUDGET-FIRE DEPARTMENT-GRANTS: The City Manager submitted a communication advising that the Assistance to Firefighters Grant Program is designed as an opportunity for the United States Congress to work with the Federal Emergency Management Agency (FEMA) to enhance basic fire service delivery across the United States; in fiscal year 2004, Congress appropriated a total of \$745,125,000.00 to carry out activities of the Assistance to Firefighters Grant Program, which included a mandate that no less than five per cent of the appropriated funds would support fire prevention activities; and as such, \$27,500,000.00 of the total appropriation has been reserved for Fire Prevention and Safety grants.

It was further advised that the Federal Emergency Management Agency and the United States Fire Administration recently announced that the Roanoke Fire-EMS Department has been awarded a \$23,766.00 grant from the 2004 Assistance to Firefighters – Fire Prevention and Safety Program; and the total award package requires a local match of 30%, totaling \$7,129.00, which is budgeted in Account No. 001-520-3521-3698.

It was explained that the award will be used by the department for support in Fire Prevention and Education; specifically, funds will be used to enhance and maintain a comprehensive Fire and Life Safety Prevention program.

The City Manager recommended that Council authorize acceptance of the grant award of \$23,766.00 and that the City Manager be authorized to execute the required grant agreement and any other related documents to be approved as to form by the City Attorney; establish appropriate revenue and expenditure estimates in the Grant Fund in accounts to be established by the Director of Finance; and approve a transfer of the City match in the amount of \$7,129.00 from Account No. 001-520-3521-3698 to Transfers to Grant Fund account.

Vice-Mayor Fitzpatrick offered the following budget ordinance:

(#37017-041805) AN ORDINANCE to appropriate funds for the Assistance to Firefighters Grant, amending and reordaining certain sections of the 2004-2005 General and Grant Funds Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 69, Page 344.)

Vice-Mayor Fitzpatrick moved the adoption of Ordinance No. 37017-041805. The motion was seconded by Council Member Cutler and adopted by the following vote:

Д	YES: Council	Members McDai	niel, Wishneff,	Cutler, Dowe	, Fitzpatrick,	Lea
and Ma	yor Harris					7.

NAYS: None------0.

Council Member Cutler offered the following resolution:

(#37018-041805) A RESOLUTION authorizing the acceptance of an Assistance to Firefighters Grant from the Federal Emergency Management Agency, and authorizing execution of any required documentation on behalf of the City.

(For full text of resolution, see Resolution Book No. 69, Page 345.)

Council Member Cutler moved the adoption of Resolution No. 37018-041805. The motion was seconded by Vice-Mayor Fitzpatrick and adopted by the following vote:

	AYES:	Council	Members	: McDaniel	, Wishneff	, Cutler,	Dowe,	Fitzpatri	ick, Lea
and N	1ayor H	arris							7
	NAVC.	None							0

CARILION BIOMEDICAL INSTITUTE: The City Manager submitted a communication advising that on September 1, 1998, the City of Roanoke entered into a Parking Agreement with Carilion Health System based upon the agreement of Carilion to create or relocate between 310 to 440 additional full time job positions in the City's Enterprise Zone, One; creation of the positions required that parking permits be made available for persons selected to fill the positions; and by Amendment 1 dated November 19, 2001, the Parking Agreement was amended to allow Carilion to purchase up to 60 additional permits to meet the needs of its growing downtown workforce.

It was further advised that the original term of the Parking Agreement was from September 1, 1998 through August 31, 2003, and upon mutual agreement of the parties, the agreement could be renewed for up to two additional five year periods; Carilion has requested the first five year renewal period; the rates for the renewal period (which were set out in the original Parking Agreement) are set forth in Renewal No.1 and are subject to an increase under conditions set forth therein; and Carilion also requested an increase in the number of additional supplemental permits from 60 to 120, effective April 18, 2005 as provided for in Amendment 1, to further support its expanded workforce in Enterprise Zone One.

The City Manager recommended that she be advised to execute Renewal No. 1 to the Parking Agreement, which includes Amendment 1 between City of Roanoke and Carilion Health System for a period of five years, retroactive to September 1, 2003 through August 31, 2008, the form of such Renewal to be approved by the City Attorney; and that the City Manager be authorized to take such further action and to execute additional documents as may be necessary to implement and administer Renewal Number 1 and the Parking Agreement, including any future renewal of such Parking Agreement.

The City Manager submitted an additional communication advising that an explanation is in order regarding the length of time that the matter has taken to come before Council.

It was explained that the Carilion Agreement provides parking in several city decks, including the Tower Parking Garage; at the same time that the City was negotiating the matter with Carilion, ownership of the Wachovia Tower required interpretation of the lease (dating back to 1991) and whether such discontinued parking could be extended to their tenants; discussions were protracted and evolved over a number of months; and in the final analysis, the City extends the listed discontinued rates contained in the report to the first 440 Carilion parkers all of which are parking in the Church Avenue Parking Garage and, as such, the Wachovia Tower ownership is not eligible for the pricing structure.

Council Member McDaniel offered the following ordinance:

(#37019-041805) AN ORDINANCE authorizing the City Manager to execute Renewal No. 1 to the September 1, 1998, Parking Agreement between the City of Roanoke and Carilion Health System; authorizing the City Manager to take such further action and execute additional documents to implement and administer such Parking Agreement; and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 69, Page 345.)

Council Member McDaniel moved the adoption of Ordinance No. 37019-041805. The motion was seconded by Council Member Cutler and adopted by the following vote:

AYES: Council Members McDaniel, Wishneff, Cutler, Dowe, Fitzpatrick, Lea, and Mayor Harris-----7.

NAYS: None-----0.

CITY ATTORNEY: NONE.

DIRECTOR OF FINANCE: NONE.

REPORTS OF COMMITTEES:

BUDGET-SCHOOLS: A communication from the Roanoke City School Board requesting that Council approve the following appropriations, was before the body.

- \$10,000.00 for the GED Testing Fast Track program to provide supplies, tuition, and instructors to increase participation in the GED examinations, said new program to be 100 per cent reimbursed by State funds.
- \$180,000.00 for the William Fleming Community Learning Center; the Center will be open year round and serve 150 students and 100 adults annually; and the Center will provide educational services to increase student performance on the Standards of Learning, said new program to be 100 per cent reimbursed by Federal funds.
- \$25,290.00 for the Governor's Project Graduation Academy Grant to provide remedial instruction for seniors who have not earned verified credits in English, Reading and Writing, said new program to be 100 per cent reimbursed by State funds.

- \$2,340.00 for the Advanced Placement Fee Program to reimburse part or all of the cost of fees for the 2005 AP test for low-income students who take the test, said grant program to be 100 per cent reimbursed by Federal funds.
- \$613,294.00 from the Capital Maintenance and Equipment Replacement Fund to purchase food service equipment.

A report of the Director of Finance recommending that Council concur in the request of the School Board, was also before the body.

Council Member McDaniel offered the following budget ordinance:

(#37020-041805) AN ORDINANCE to appropriate funding for food service equipment and School instructional site-based requests from the Capital Maintenance and Equipment Replacement Program (CMERP) and the School Food Service Fund fund balance, and to appropriate funding for the GED Testing Fast Track program, the William Fleming Community Learning Center, the Governor's Project Graduation Academy Grant, and the Advanced Placement Fee Program, amending and reordaining certain sections of the 2004-2005 General, School and School Food Service Funds Appropriations and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book 69, Page 347.)

Council Member McDaniel moved the adoption of Ordinance No. 37020-041805. The motion was seconded by Vice-Mayor Fitzpatrick and adopted by the following vote:

AYES:	Council	Members	McDaniel,	Wishneff,	Cutler,	Dowe,	Fitzpatrick,	Lea	3
and Mayor H	arris							7	

NAYS: None-----0.

UNFINISHED BUSINESS: NONE.

INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.

WATER RESOURCES: Council Member Cutler offered the following resolution:

(#37021-041805) A RESOLUTION ratifying and confirming the appointment of John B. Williamson, III, as a Director of the Western Virginia Water Authority, which appointment was made on March 17, 2005, by the Board of Directors of the Authority.

(For full text of resolution, see Resolution Book 69, Page 349.)

Council Member Cutler moved the adoption of Resolution No. 37021-041805. The motion was seconded by Vice-Mayor Fitzpatrick and adopted by the following vote:

AYES: Council Members McDaniel, Wishneff, Cutler, Dowe, Fitzpatrick, Lea and Mayor Harris------7.

NAYS: None-----0.

MOTIONS AND MISCELLANEOUS BUSINESS:

INQUIRIES AND/OR COMMENTS BY THE MAYOR AND MEMBERS OF COUNCIL:

SCHOOLS: Council Member Cutler called attention to an article in *The Roanoke Times* on April 14, 2005, "Art Gets Canned" with regard to decorating trash cans to resemble classic art at Addison Middle School, the purpose of which was to acquaint children with great art and to improve the overall appearance of the school.

REFUSE COLLECTION-ROANOKE VALLEY RESOURCE AUTHORITY: Council Member Cutler called attention to Regional Household Hazardous Waste Collection Days, the first of which will be held on May 15 from 12:00 – 3:00 p.m., at the Roanoke Valley Resource Authority - Tinker Creek Transfer Station, 1020 Hollins Road, N. E., with other collection dates scheduled for August 7 and November 6, 2005 from 12:00 – 3:00 p.m.

REFUSE COLLECTION-ENVIRONMENTAL POLICY: Council Member Cutler inquired about how the City handles e-trash (discarded surplus or obsolete electronic items); whereupon, the City Manager advised that the City has implemented a program and the Council would receive a briefing at its next meeting on Monday, May 2, 2005.

HIGHER EDUCATION CENTER: The Mayor called attention to the ground breaking ceremony for the Culinary School at the Roanoke Higher Education Center on Tuesday, April 19, 2005, at 11:00 a.m.

SCHOOLS-ARMORY/STADIUM: The Mayor called attention to discussions with the City Manager, the Chair of the School Board and the Acting Superintendent of Schools with regard to the fall schedule for William Fleming/Patrick Henry High Schools football games and the dilemma of identifying alternative locations, or options. He stated that the City Manager advises that the field at Victory Stadium could be made available for high school football this fall by installing temporary bleachers, and providing temporary arrangements for restroom facilities and concessions, etc. After conferring with the Acting Superintendent of Schools and some Members of the Council, the Mayor stated that there appears to be a broad consensus to move in that direction.

As suggested by the Mayor, Vice-Mayor Fitzpatrick moved that the City Manager be instructed to make the field at Victory Stadium available for high school football games and that Council be provided with a report, including cost estimates, with regard to temporary measures proposed to be taken. The motion was seconded by Council Member Cutler.

Council Member Lea expressed appreciation to the Mayor for his involvement in the issue. In addition to high school football, he called attention to the Western Virginia Education Classic which is a college football game that has made a significant impact on the school drop out rate in the City of Roanoke which averages from 4,000 - 8,000 fans each year. Therefore, he asked that the City Manager be requested to broaden her study to determine if some of the stands at Victory Stadium could be used in order to accommodate the Western Virginia Education Classic.

Vice-Mayor Fitzpatrick and Council Member Cutler concurred in the request of Council Member Lea to include the Western Virginia Education Classic in the referral to the City Manager; whereupon, the motion, as expanded upon by Mr. Lea was unanimously adopted.

HEARING OF CITIZENS UPON PUBLIC MATTERS: The Mayor advised that Council sets this time as a priority for citizens to be heard and matters requiring referral to the City Manager will be referred immediately for response, recommendation or report to Council.

ARMORY/STADIUM: The following persons addressed Council with regard to Victory Stadium:

Mark McConnell, 110 Kirk Avenue, S. W., addressed Council as a citizen, an architect, and as Vice-President of the Virginia Society of the American Institute of Architects. He advised that during the past several years, the City of Roanoke has solicited and received advice from consultants with varying professional expertise that have received the feasibility and cost of renovating Victory Stadium, and he applauded the most recent analysis by Sutton Kennerly and He stated that the most recent engineering study indicates that the structure of Victory Stadium is solid and can be renovated, however, a deficiency in the brick veneer was noted that could pose a threat to public use. He added that Sutton Kennerly and Associates correctly reported that new stadium construction would cost between \$3,000.00 and \$4,000.00 per seat; to rebuild a 15,000 seat stadium on the same site would cost a minimum of \$45 million; and previous consultant's reports identified the maximum cost of renovating Victory Stadium at less than \$20 million. He questioned the rationale of spending \$45 million for a 15,000 seat stadium when the City could spend \$20 million to renovate 20,000 seats in Victory Stadium; therefore, the most fiscally prudent action would be to renovate Victory Stadium.

Mark Clarke, 6734 Shingle Ridge Road, Roanoke County, a historic preservation specialist having worked on such projects as the National Cathedral, Washington's Tomb, Gunston Hall, the restoration of the City of Roanoke's Fire Station No. 1, the City's Municipal North building, and consulting services with regard to the City's Mountain View, and Buena Vista Recreation Centers, and the Commonwealth Building, advised that he has followed the saga of Victory Stadium with interest. He stated that after having read the Sutton Kennerly and Associates report, the data contained therein provides the best overall evidence and support to date for the restoration of Victory Stadium: the report addresses five specific areas of concern and makes recommendations for repair; the report does not state that Victory Stadium is not repairable, the brick facade is deteriorated and is in need of repair, two repair methods are suggested which are both reasonable and appropriate given the age of the structure, and the structural capacity of Victory Stadium is sufficient for future needs. He quoted from the Sutton Kennerly report that the existing structure could safety support the anticipated loads applied by future renovations, the overall concrete is in fair to good condition, however, a relatively simple method of repair was identified in the consultant's report; no building constructed in the 1940's is ADA compliant which must be addressed; and a small area of subsurface conditions and fill dirt may not be sufficient for loads at the present time, however a repair method was suggested by the consultant. He called attention to an appendix in the Sutton Kennerly report which provides a cost estimate for repairs; and the report consistently recommends repair and restoration, therefore, why would Sutton Kennerly and Associates even consider demolition when they provide cost estimates for renovation of the stadium. He stated that the information provided by the consultant would suggest that Victory Stadium is in better overall condition than most of the buildings that he has worked on as a historic preservation specialist, and, if one takes the data, observations and recommendations contained in the report at face value, the conclusion is that the Sutton Kennerly report provides the most compelling argument to date for restoration of Victory Stadium.

Greg Lewis, 18 Kirk Avenue, S. W., Smith Lewis Architecture, advised that it is important to note not only for the Victory Stadium project, but any future capital project to be undertaken by the City that there is significant environmental impact of disposing of hundreds of tons of concrete and the actual landfilling of the materials. Therefore, he asked that the City take into consideration that there is no credible evaluation of that component of the project. He stated that it is also important to note and to resolve the issue of redevelopment or usability of the facility as it relates to the floodplain question and there are a number of ways to address the issue.

Stuart A. Barbour, 727 Riverland Road, S. E., spoke with regard to the renovation of Victory Stadium. He stated that it was not necessary for the City to hire a consultant to advise that the concrete has crumbled because the City has failed to maintain the stadium during the past 60 years. He suggested several alternatives to address liability issues with regard to deteriorating concrete under the seats and repair of the steps.

Norbert Weckstein, 2602 Wilshire Avenue, S. W., advised that the decision to renovate or construct a new stadium should be made based on the facts and a cost benefit analysis and not on emotions. He referred to instances in which temporary bleachers have collapsed; therefore, temporary bleaches are not as safe as Victory Stadium is in its present condition. He referred to other stadiums in the United States that are older than Victory Stadium, but continue to be used such as the Los Angeles Memorial Coliseum and the Rose Bowl, both of which were opened in 1923. He stated that the chance of injury of persons attending a football game will be much greater if they are seated in temporary bleachers, as opposed to being seated in the stands at Victory Stadium; therefore, a second opinion would be in order from another engineering firm as to which would be the safer alternative; and other questions yet to be answered pertain to temporary toilet facilities, locker rooms and vendor facilities.

Jim Fields, 17 Ridgecrest Road, Hardy, Virginia, advised that the City has not properly maintained Victory Stadium. He encouraged the City to maintain the stadium as a memorial to veterans who defended their country in the line of duty and as a memorial to all persons who serve in public safety positions. He referred to an agreement with Norfolk and Western Railway in which the City agreed to use the Reserve Avenue site for a stadium.

John Graybill, 2443 Tillett Road, S W., spoke in support of renovating Victory Stadium. He stated that to tear down the Stadium and construct a new facility would be a waste of taxpayers money when the City has a perfectly good stadium that could be renovated for much less money.

POLICE DEPARTMENT-COMPLAINTS: Mr. Shaheed Omar, 1219 Loudon Avenue, N W., spoke with regard to allegations of police brutality which can be defined as any practice that degrades the status of a citizen, restricts freedom, annoys or harasses, and uses unnecessary and unwarranted physical force; and his motivation to address the issue stems from personal experience. He stated that the philosophy of the Police Department to provide honest, efficient and effective law enforcement services and to protect the life, property and civil liberties for all people in a fair and equitable manner is not practiced by all members of Roanoke's Police Department. He noted that his remarks were not intended to condemn the entire police department, but a few police officers whose attitude and behavior is that of "carte blanche", and brings police officers into the area

with the attitude that they are "at war" which stems from a belief that the general citizenry does not know their constitutional rights, or the general citizenry is afraid of the police in general, or police officers believe that no one has the ability or courage among the general population to challenge their authority. He stated that this component within the Roanoke City Police Department will be exposed and dealt with in both civil and federal courts.

CITY MARKET: Ms. Anita Wilson, 32 Market Square, a tenant in the City Market Building, expressed appreciation to City Officials for working with City Market building tenants with regard to their concerns about management issues and Advantis, the Atlanta-based management company. She stated that Market Building tenants would like to work with the City as it reviews new management of the facility and leases for Market Building tenants. She also called attention to the need for renovations to the City Market building.

CITY MANAGER COMMENTS:

CITY MANAGER-SPECIAL EVENTS: The City Manager called attention to events that were held in the City of Roanoke during the past weekend; i.e.: Blue Ridge - Southwest Virginia Film Festival on April 15 - 17, and the Giant Indoor Yard Sale on Saturday, April 16, at the Roanoke Civic Center, sponsored by the City of Roanoke's Recycling Committee to benefit recycling education efforts.

At 4:00 p.m., the Mayor declared the Council meeting in recess for one Closed Session in the Council's Conference Room.

At 4:35 p.m., the Council meeting reconvened in the City Council Chamber, with all Members of the Council in attendance, Mayor Harris presiding.

COUNCIL: With respect to the Closed Meeting just concluded, Council Member Cutler moved that each Member of City Council certify to the best of his or her knowledge that: (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act; and (2) only such public business matters as were identified in any motion by which any Closed Meeting was convened were heard, discussed or considered by City Council. The motion was seconded by Vice-Mayor Fitzpatrick and adopted by the following vote:

			•	•	•	Fitzpatrick,	
,							
	NATS:		nrasant w				 0.

At 4:37 p.m., the Mayor declared the Council meeting in recess until 7:00 p.m., in the City Council Chamber.

At 7:00 p.m., on Monday, April 18, 2005, the Council meeting reconvened in the City Council Chamber, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, Virginia, with Mayor C. Nelson Harris presiding.

ABSENT: None-----0.

The Mayor declared the existence of a quorum.

OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney, Jesse A. Hall, Director of Finance; and Mary F. Parker, City Clerk.

The invocation was delivered by Mayor C. Nelson Harris.

The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Harris.

PUBLIC HEARINGS:

SCHOOLS: Pursuant to the instructions of Council, the City Clerk having advertised a public hearing for Monday, April 18, 2005, at 7:00 p.m., or as soon thereafter as the matter may be heard, regarding appointment of two Trustees to the Roanoke City School Board for three year terms of office, commencing July 1, 2005 and ending June 30, 2008, the matter was before the body.

Applications were submitted by David B. Carson and William H. Lindsey.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Friday, April 1, 2005.

The Mayor inquired if there were persons present who would like to be heard in connection with the public hearing. There being none, he declared the public hearing closed.

ZONING: Pursuant to Resolution No. 25523 adopted by the Council on Monday, April 6, 1981, the City Clerk having advertised a public hearing for Monday, April 18, 2005, at 7:00 p.m., or as soon thereafter as the matter may be heard, on the request of GAPCO Management, LLC, that all proffered conditions established by Ordinance No. 28666-061587 on property located at 3839 Shenandoah Avenue, N. W., identified as Official Tax No. 2732201, be repealed and replaced with new proffered conditions, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Friday, April 1, 2005 and Friday, April 8, 2005.

The City Planning Commission submitted a written report advising that GAPCO Management, LLC, filed a petition on December 1, 2004, to amend proffered conditions on the subject property; a first amended petition to amend proffers was filed on March 23, 2005; and the property was rezoned on June 15, 1987, from RS-2, Residential Single-family District, to C-2, General Commercial District, subject to certain proffered conditions.

It was further advised that following the 1987 rezoning, the property was developed and used for a grocery store and an adjacent retail shop; the grocery store and retail uses ceased and, in 2004, a church began using the former retail space; use of the property for a church violates proffered conditions placed on the property when it was rezoned in 1987; upon discovery of the church operation, staff initiated enforcement efforts to which the petitioner responded by filing a request for amendment of proffers; the grocery store portion of the building is currently vacant and boarded; and proposed amended conditions as set forth in the first amended petition dated March 23, 2005, are as follows:

(a) The property will be used only for the following permitted uses in a C-2, General Commercial District:

Food stores with an unlimited gross floor area

General retail establishments primarily engaged in the retail sale or rental of merchandise, goods, or products except automobiles, trucks, or construction equipment; and including the incidental repair and assembly of the merchandise goods or products to be sold on the premises.

Churches, synagogues and other places of worship not including accessory columbariums.

- (b) The row of existing large pine trees along Old Stevens Road and the eastern portion of the north boundary line of the property will remain undisturbed, except those from the proposed entrance/exit on Old Stevens Road to Shenandoah Avenue.
- (c) Petitioner will erect and maintain a six-foot-high chain link fence along the entire north boundary line of the property and will, in addition, plant and maintain a staggered row of evergreen trees on ten-foot centers within the ten-foot buffer area along the north boundary line.

It was explained that the proposed amended conditions would bring the use as a church into conformity and would expand permitted uses to include general retail; in addition, the amended conditions would remove condition (b), which is an invalid reversion condition and would carry forward conditions (c) and (d) relating to retention of vegetation and establishment of screening buffers.

The City Planning Commission recommended that Council approve the petition to amend proffered conditions which is consistent with the City's Vision 2001-2020 and will promote reuse of a commercial site.

Vice-Mayor Fitzpatrick offered the following ordinance:

(#37022-041805) AN ORDINANCE to amend §§36.1-3 and 36.1-4, Code of the City of Roanoke (1979), as amended, and Sheet No. 273, Sectional 1976 Zone Map, City of Roanoke, in order to amend certain conditions presently binding upon certain property previously conditionally zoned C-2, General Commercial District; and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 69, Page 350.)

Vice-Mayor Fitzpatrick moved the adoption of Ordinance No. 37022-041805. The motion was seconded by Council Member McDaniel.

Edward A. Natt, Attorney, appeared before Council in support of the request of his client.

The Mayor inquired if there were persons present who would like to be heard in connection with the public hearing. There being none, he declared the public hearing closed.

Council Member McDaniel inquired about proffers with regard to a tree buffer; whereupon, the Mr. Natt advised that a tree buffer as been proffered and trees will be planted.

Council Member Cutler inquired about measures to protect water quality and water pollution run off from the proposed site; whereupon, Mr. Natt advised that no changes are proposed to the structures.

In response to a question with regard to whether the Urban Forestry Plan will be taken into consideration, Mr. Townsend advised that the purpose of the rezoning is to allow for a wider range of use on the site; the City Planning Commission cannot require, nor did the Panning Commission bind or require any additional change to the site plan as a condition of approving the uses; and the Urban Forestry Plan does not come into play because the request does not apply to new construction and new site development. He stated that the area of the landscape buffer referenced by Council Member McDaniel is currently a pervious surface and involves replanting trees that were not previously planted and there is no change in any of the physical attributes of development of the site.

There being no further discussion or comments by Council Members, Ordinance No. 37022-041805 was adopted by the following vote:

AYES: Council Members McDaniel, Wishneff, Cutler, Dowe, Fitzpatrick, Lea and Mayor Harris-----7.

NAYS: None-----0.

ZONING: Pursuant to Resolution No. 25523 adopted by the Council on Monday, April 6, 1981, the City Clerk having advertised a public hearing for Monday, April 18, 2005, at 7:00 p.m., or as soon thereafter as the matter may be heard, on the request of Mark A. Lucas and Lucas Physical Therapy, Inc., that property located at 739 Townside Road, S. W., identified as Official Tax No. 5490307, be rezoned from LM, Light Manufacturing District, Conditional, to C-2, General Commercial District, subject to certain conditions preferred by the petitioner, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Friday, April 1, 2005 and Friday, April 8, 2005.

The City Planning Commission submitted a written report advising that a petition was filed on February 3, 2005; an amended petition was filed on February 18, 2005; a second amended petition was filed on March 25, 2005; the second amended petition proposes to rezone Official Tax No. 5490307, consisting of 3.998 acres, from LM, Light Manufacturing District, Conditional, to C-2, General Commercial District; and the amended petition requests that existing conditions be repealed and replaced with the following proffered conditions:

- 1. The property will be used only for medical office or medical clinics, general and professional offices, including financial institutions, personal service establishments and business service establishments.
- 2. The property will be developed according to the site plan prepared by Lumsden Associates, P.C., under date of January 31, 2005 and March 3, 2005, to add the Tree Retention Area (Exhibit 3), subject to such changes as may be required by City staff during the comprehensive development plan review process.
- 3. No sign, included one painted on the side of the building, shall be visible from the adjacent expressway.
- 4. The following proffers relate to lighting:
 - a. Any outdoor light fixture shall be a full cutoff fixture or a decorative fixture with full cutoff optics. A "full cutoff fixture" shall mean an outdoor light fixture shielded in such a manner that all light emitted by the fixture, either directly from the lamp or indirectly from the fixture,

is projected below the horizontal plan. A "decorative fixture with full cutoff optics" shall mean an outdoor light fixture with manufacturer-provided or manufacturer-installed full cutoff optics.

- b. The spillover of lighting from any parking area on the subject property onto public rights-of-way or abutting property in residentially zoned districts shall not exceed one-al (0.5) foot candle at the property line.
- c. Any outdoor lighting in parking areas shall not exceed 12 feet in height. The maximum height shall apply to the height of the poles or other standards to which the fixtures are attached or the top most point of the fixture itself, whichever is higher.
- d. Outdoor lighting information for the subject property shall be submitted during comprehensive development plan review. Such information shall include the following:
 - (1) Location of all outdoor lighting fixtures, including the manufacturer's specification of the area to be lighted with such fixtures:
 - (2) Plans indicating the location on the property, and the type of illuminating devices, fixtures, lamps supports, reflectors and other devices:
 - (3) Description of the illuminating devices, fixtures, lamps, supports, reflectors and other devices;
 - (4) Photometric data, such as that furnished by the manufacturers, showing the angle of cut off of light emissions; and
 - (5) Other information as may be deemed necessary by the Zoning Administrator to determine compliance with lighting proffers.
- 5. Petitioners shall plant a minimum of fifteen, two-inch caliper deciduous trees within the interior of the parking lot and maintain the same.
- 6. The primary exterior facade of the new structures will not contain cinderblock or metal siding.

The City Planning Commission recommended that Council approve the Second Amended Petition to rezone to C-2, General Commercial District, with conditions.

Vice-Mayor Fitzpatrick offered the following ordinance:

(#37023-041805) AN ORDINANCE to amend §§36.1-3 and 36.1-4, Code of the City of Roanoke (1979), as amended, and Sheet No. 549, Sectional 1976 Zone Map, City of Roanoke, in order to rezone certain property within the City, subject to certain conditions proffered by the applicant; and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 69, Page 351.)

Vice-Mayor Fitzpatrick moved the adoption of Ordinance No. 37023-041805. The motion was seconded by Council Member McDaniel.

Edward A. Natt, Attorney, appeared before Council in support of the request of his client.

The Mayor inquired if there were persons present who would like to speak in connection with the public hearing. There being none, he declared the public hearing closed.

There being no discussion or questions by Council Members, Ordinance No. 37023-041805 was adopted by the following vote:

AYES: Council Members McDaniel, Wishneff, Cutler, Dowe, Fitzpatrick, Lea and Mayor Harris-----7.

NAYS: None-----0.

STREETS AND ALLEYS: Pursuant to Resolution No. 25523 adopted by the Council on Monday, April 6, 1981, the City Clerk having advertised a public hearing for Monday, April 18, 2005, at 7:00 p.m., or as soon thereafter as the matter may be heard, on the request of Trustees of Edgewood Holiness Church that a portion of a ten foot alley beginning in a southerly direction for approximately 124 feet, be permanently vacated, discontinued and closed, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Friday, April 1, 2005 and Friday, April 8, 2005.

The City Planning Commission submitted a written report advising that the petitioner currently has a building permit for a community hall on Official Tax No. 6090712 and has paid the Western Virginia Water Authority (WVWA) to install a sewer lateral; after meeting with City staff and staff from the WVWA, the latter advised that the petitioner's property could not achieve a gravity connection from the main sewer line on Springfield Avenue; since the WVWA allows a lateral to serve only a single property, the petitioner was advised to either install a pump station or combine the two parcels to use the existing lateral serving Official Tax No. 6090411; the petitioner is not amenable to installing a pump station and the WVWA advised that such was not the best long-term solution;

therefore, the petitioner requests closure of a portion of an unimproved alley running north to south and, in turn, agrees to dedicate a like portion to the City which runs east to west.

The City Planning Commission recommended vacation of the right-of-way at no charge to the petitioner; and the portion of the alley to be vacated is equivalent to the alley to be dedicated.

Vice-Mayor Fitzpatrick offered the following ordinance:

(#37024-041805) AN ORDINANCE permanently vacating, discontinuing and closing a certain public right-of-way in the City of Roanoke, Virginia, as more particularly described hereinafter; and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 69, Page 353.)

Vice-Mayor Fitzpatrick moved the adoption of Ordinance No. 37024-041805. The motion was seconded by Council Member Cutler.

Ernest R. Wood, Trustee, Edgewood Holiness Church, appeared before Council in support of the request.

The Mayor inquired if there were persons present who would like to speak in connection with the public hearing. There being none, he declared the public hearing closed.

There being no discussion or questions by Council Members, Ordinance No. 37024-041805 was adopted by the following vote:

	AYES:	Council	Members	McDaniel,	Wishneff,	Cutler,	Dowe,	Fitzpatrick,	Lea	l
and M	ayor H	arris							7,	

NAYS: None-----0.

ZONING: Pursuant to Resolution No. 25523 adopted by the Council on Monday, April 6, 1981, the City Clerk having advertised a public hearing for Monday, April 18, 2005, at 7:00 p.m., or as soon thereafter as the matter may be heard, on the request of Crawford Development Co., LLC, to amend proffered conditions on property located at 3806 Thirlane Road, N. W., identified as Official Tax No. 6520105, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Friday, April 1, 2005 and Friday, April 8, 2005.

The City Planning Commission submitted a written report advising that Crawford Development, LLC, filed a petition on February 3, 2005, to amend proffered conditions on the subject property; the property was rezoned on October 2, 2000, from RA, Residential Agricultural District, to LM, Light

Manufacturing District, subject to certain proffered conditions; Condition No. 3 specifies that, "Either two, three or four buildings shall be constructed on the subject property and they shall provide at least 40,000 square feet of usable, interior commercial or light manufacturing space. Permanent certificates of occupancy shall be issued for at least two of the buildings within five (5) years of the acceptance of these proffers by City Council"; and the proposed amendment will modify Condition No. 3 to extend the time period by two years.

The City Planning Commission recommended that Council approve the petition to amend proffered conditions to extend the time period to seven years from October 2, 2000.

Vice-Mayor Fitzpatrick offered the following ordinance:

(#37025-041805) AN ORDINANCE to amend §36.1-3 and 36.1-4, Code of the City of Roanoke (1979), as amended, and Sheet No. 652, Sectional 1976 Zone Map, City of Roanoke, in order to amend certain conditions presently binding upon certain property previously conditionally zoned LM, Light Manufacturing District; and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 69, Page 355.)

Vice-Mayor Fitzpatrick moved the adoption of Ordinance No. 37025-041805. The motion was seconded by Council Member McDaniel.

C. Cooper Youell IV, Attorney, appeared before Council in support of the request of his client.

The Mayor inquired if there were persons present who would like to speak in connection with the public hearing. There being none, he declared the public hearing closed.

There being no questions or comments by Council Members, Ordinance No. 37025-041805 was adopted by the following vote:

	AYES: Council Members McDaniel, Wishneff, Cutler, Dowe, Fitzpatrick, Lea	ł,
and M	ayor Harris	7.
	NAYS: None(`
	NATA, NORE	1.

TAXES: Pursuant to instructions by the Council, the City Clerk having advertised a public hearing for Monday, April 18, 2005, at 7:00 p.m., or as soon thereafter as the matter may be heard, on the request of The Scott Robertson Memorial Fund for tax exempt status of certain property located at the easternmost 250 feet of Densmore Road, N. W., the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Monday, April 11, 2005.

The City Manager submitted a communication advising that The Scott Robertson Memorial Fund owns property described as Official Tax No. 2670906, located at 3707 Densmore Road, N. W.; the primary purpose of The Scott Robertson Memorial Fund is to operate a chapter of The First Tee of Roanoke Valley, a national not-for-profit youth development program; designed for youth ages 8 to 18, The First Tee is dedicated to providing young people of all backgrounds with an opportunity to develop, through golf and character education, life-enhancing values such as honesty, integrity and sportsmanship; and annual taxes due for fiscal year 2004-2005 on the above referenced parcel is \$885.72 on an assessed value of \$73,200.00.

It was further advised that on May 19, 2003, Council approved a revised policy and procedure in connection with requests from non-profit organizations for tax exemption of certain real property in the City, pursuant to Resolution No. 36331-051903, adopting the revised Process for Determination of Property Tax Exemption dated May 19, 2003, with an effective date of January 1, 2003; and The Scott Robertson Memorial Fund has provided the necessary information as a result of adjustments made to the City's revised local policy prior to the deadline of April 15, 2005, for exemptions that would take effect on July 1, 2005.

It was explained that according to the Commissioner of the Revenue's Office, the loss of revenue to the City will be \$708.58 after a 20 per cent service charge of \$177.14 is levied by the City in lieu of real estate taxes; the Commissioner of the Revenue has determined that the organization is currently not exempt from paying real estate taxes on property described as Official Tax No. 2670906 by classification or designation under the Code of Virginia; and the IRS recognizes the organization as a 501(c) (3) tax-exempt organization.

The City Manager recommended that Council authorize The Scott Robertson Memorial Fund exemption from real estate property taxation, pursuant to Article X, Section 6 (a) (6) of the Constitution of Virginia, effective July 1, 2005, for property described as Official Tax No. 2670906, located at 3707 Densmore Road, N. W., if the organization agrees to pay the subject service charge by that date.

Vice-Mayor Fitzpatrick offered the following ordinance:

(#37026-041805) AN ORDINANCE exempting from real estate taxation certain property located in the City of Roanoke of The Scott Robertson Memorial Fund, an organization devoted exclusively to charitable or benevolent purposes on a non-profit basis; providing for an effective date; and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 69, Page 357.)

Vice-Mayor Fitzpatrick moved the adoption of Ordinance No. 37026-041805. The motion was seconded by Council Member Cutler.

Jennifer Blackwood, Interim Executive Director, The Scott Robertson Memorial Fund, appeared before Council in support of the request.

The Mayor inquired if there were persons present who would like to speak in connection with the public hearing. There being none, he declared the public hearing closed.

There being no questions or comments by Council Members, Ordinance No. 37026-041805 was adopted by the following vote:

AYES: Council Members McDaniel, Wishneff, Cutler, Dowe, Fitzpatrick, Lea, and Mayor Harris-----7.

NAYS: None-----0.

PURCHASE/SALE OF PROPERTY-CITY PROPERTY-INDUSTRIES: Pursuant to instructions by the Council, the City Clerk having advertised a public hearing for Monday, April 18, 2005, at 7:00 p.m., or as soon thereafter as the matter may be heard, on the proposed conveyance of a 0.460 acre portion of City-owned property, located in the Roanoke Centre for Industry and Technology, Official Tax No. 7230101, in exchange for the release and vacation of a 50-foot perpetual road right-of-way across property owned by Edwin and June Wilson, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Monday, April 11, 2005.

The City Manager submitted a communication advising that the City owns property located in the Roanoke Centre for Industry and Technology (RCIT) identified by Official Tax No. 7230101 which is adjacent to property owned by Edwin and June Wilson; the Wilsons hold a 50' perpetual road right-of-way easement across City property that the City desires to extinguish; and negotiations with the Wilsons have resulted in an agreement to extinguish the right-of-way in exchange for a portion of an adjacent City-owned parcel of land consisting of approximately 0.460 acres.

The City Manager recommended that she be authorized to execute the appropriate documents to convey a 0.460 acre portion of property identified as Official Tax No. 7230101 to Edwin and June Wilson, in exchange for relinquishing their easement across City property, such documents to be approved as to form by the City Attorney.

Council Member Dowe offered the following ordinance:

(#37027-041805) AN ORDINANCE authorizing the exchange of certain Cityowned property containing approximately 0.460 acre, located in the Roanoke Centre for Industry and Technology, bearing Official Tax Map No. 7230101, to Edwin and June Wilson in exchange for the vacation and abandonment of a 50' perpetual road right-of-way easement across City property owned by Edwin and June Wilson, authorizing the City Manager to sign the necessary documents to effect this exchange, upon certain terms and conditions; and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 69, Page 358.)

Council Member Dowe moved the adoption of Ordinance No. 37027-041805. The motion was seconded by Council Member McDaniel.

The Mayor inquired if there were persons present who would like to speak in connection with the public hearing. There being none, he declared the public hearing closed.

There being no questions or comments by Council Members, Ordinance No. 37027-041805 was adopted by the following vote:

AYES: Council Members McDaniel, Wishneff, Cutler, Dowe, Fitzpatrick, Lea and Mayor Harris-----7.

NAYS: None-----0.

PURCHASE/SALE OF PROPERTY-CITY PROPERTY-WATER RESOURCES: Pursuant to instructions by the Council, the City Clerk having advertised a public hearing for Monday, April 18, 2005, at 7:00 p.m., or as soon thereafter as the matter may be heard, with regard to the proposed conveyance of a 0.37 acre portion of Cityowned property, located on Plantation Road in Roanoke County, Official Tax No. 027.11-02-05.01-0000, to the Western Virginia Water Authority, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Monday, April 11, 2005.

The City Manager submitted a communication advising that the City owns property located on Plantation Road that houses a water metering station; the parcel is located in Roanoke County and contains approximately 0.37 acre; and the City desires to convey the parcel of land to the Western Virginia Water Authority for nominal consideration.

The City Manager recommended that she be authorized to execute the appropriate documents to convey the property to the Western Virginia Water Authority, such documents to be approved as to form by the City Attorney.

Council Member Cutler offered the following ordinance:

(#37028-041805) AN ORDINANCE authorizing the City Manager to execute the necessary documents to convey City-owned property housing a water metering station, located on Plantation Road in Roanoke County, containing 0.37 acre and identified as Roanoke County Tax No. 027.11-02-05.01-0000, to the Western Virginia Water Authority, upon certain terms and conditions, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 69, Page 359.)

Council Member Cutler moved the adoption of Ordinance No. 37028-041805. The motion was seconded by Vice-Mayor Fitzpatrick.

The Mayor inquired if there were persons present who would like to speak in connection with the public hearing. There being none, he declared the public hearing closed.

Council Member Lea inquired as to plans for use of the property by the Western Virginia Water Authority; whereupon, the City Manager advised that the property should have been identified in the massive transfer of property to the Water Authority, effective July 1, 2004. She explained that all of the City's facilities were not exclusively located within the boundaries of the City of Roanoke and this particular parcel of land was inadvertently left off of the massive transfer of property because it was located in Roanoke County.

There being no further questions or comments by Council Members, Ordinance No. 37028-041805 was adopted by the following vote:

AYES: Council Members McDaniel, Wishneff, Cutler, Dowe, Fitzpatrick, Lea and Mayor Harris------7.

NAYS: None-----0.

HEARING OF CITIZENS UPON PUBLIC MATTERS: The Mayor advised that Council sets this time as a priority for citizens to be heard and matters requiring referral to the City Manager will be referred immediately for response, recommendation or report to Council.

ARMORY/STADIUM: Mr. Jim Fields, 17 Ridgecrest Road, Hardy, Virginia, spoke in support of the renovation of Victory Stadium. He called attention to alleged equipment that is stored under the stands at Victory Stadium that has not been returned to the owner nor repaired using funds received by the City from the Federal Emergency Management Agency (FEMA). He inquired as to how FEMA funds were spent. He stated that the citizens of Roanoke let their voices be heard through a petition signed by approximately 7,000 persons in support of renovating Victory Stadium; therefore, he asked that taxpayers' money be used to renovate Victory Stadium rather than construct a new stadium.

CITY EMPLOYEES-AFFIRMATIVE ACTION: Ms. Angela Norman, 1731 Michael Street, N. W., President of the Committee for Community Preservation and President of the Municipal Employees Association, spoke with regard to the City Manager's Affirmative Action and Diversity report which was presented to Council on Monday, April 4, 2005. She stated that it is appreciated that the report indicates that there was a slight increase in the hiring and promotion of people of color; however, the Council briefing on September 2, 2003, with regard to an employee survey conducted by Virginia Tech Center for Survey Research reflected that 51.4 per cent of City employees believe that discrimination exists in the City's work place, and the report also revealed that 67.4 per cent believe that job promotions are not fair; the second survey conducted in November 2004, revealed that 59.4 per cent of employees continue to feel that promotional opportunities are not fair; the City hired the firm of J. O. Rogers and Associates to conduct an assessment of the City's diversity efforts; the report states that the City staff needs to increase its focus on modeling appropriate diversity behavior; the City's Personnel Operating Procedures state that the Manager makes the final hiring and promotional decisions; and endorsement of the Affirmative Action report by an organization that has "no gums and no teeth" does not speak for the people of color in the Roanoke community. She advised that she has appeared before Council on various occasions since 1997 to address discrimination related to City employment for people of color; currently the Committee for Community Preservation serves as a watchdog and as a liaison for accountability by City government; and the Committee is concerned as to whether an open application process was utilized to fill the positions of Director of Finance and City Treasurer and whether the issue of diversity was a consideration. She expressed appreciation to the City Manager for certain improved efforts; however, a higher percentage of increase in the 2006 diversity report is expected.

PAY PLAN-TAXES-HOUSING/AUTHORITY-CITY EMPLOYEES: Mr. Robert Gravely, 727 29th Street, N. W., spoke with regard to the City's declining population base, real estate tax assessments, lack of affordable housing, a pay scale that is not conducive to home ownership, unfair City hiring practices, and insufficient wages for the City's work force.

At 7:45 p.m., the Mayor declared the Council meeting in recess until Thursday, April 28, 2005, at 7:00 p.m., in the City Council Chamber, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., for the purpose of holding public hearings on the proposed fiscal year 2006 budget, HUD Consolidated Plan, and real estate tax rate.

A meeting of the Council of the City of Roanoke reconvened on Thursday, April 28, 2005, at 7:00 p.m., in the City Council Chamber, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, Virginia, with Mayor C. Nelson Harris presiding.

PRESENT: Council Members Brenda L. McDaniel, Brian J. Wishneff, M. Rupert Cutler, Alfred T. Dowe, Jr. (arrived late), Beverly T. Fitzpatrick, Jr., Sherman P. Lea and Mayor C. Nelson Harris------7.

ABSENT: None-----0.

OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; Jesse A. Hall, Director of Finance; and Stephanie M. Moon, Deputy City Clerk.

The meeting was opened with a prayer by Mayor Harris.

The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Harris.

BUDGET-GRANTS-HOUSING/AUTHORITY: The Mayor advised that the purpose of the reconvened meeting was to conduct public hearings on the recommended 2005-2006 HUD Funding Budget and the City of Roanoke Fiscal Year 2005-2006 Operating Budget.

The Mayor advised that the first public hearing was in reference to the recommended 2005-2006 HUD Funding Budget.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Wednesday, April 13, 2005.

A summary of the recommended fiscal year 2005-2006 HUD Funding Budget is as follows:

REVENUES ESTIMATES:

CDBG 2005-2006 Entitlement Grant	\$2,104,805.00
CDBG 2005-2006 Program Income	458,051.00
CDBG Prior Year Carry-over and	706,249.00
Excess Program Income	
Home 2004-2005 Entitlement Grant	723,526.00
Home 2005-2006 Program Income	25,000.00
Home Prior Year Carry-over and Excess	
Program Income	5,265.00
ESG 2005-2006 Entitlement Grant	80,722.00
TOTAL HUD REVENUE	\$4,103,618.00

RECOMMENDED EXPENDITURES:

Housing Development	\$2,823,521.00
Neighborhood, Community and	
Economic Development	870,463.00
Human Services (including Homeless	
Assistance)	409,634.00
TOTAL RECOMMENDED EXPENDITURES	\$4.103.618.00

The Mayor inquired if there were persons present who would like to be heard in connection with the public hearing.

The Reverend William Lee, Pastor, Loudon Avenue Christian Church, 4139 Appleton Avenue, N. W., representing Kuumba Community Health and Wellness Center, requested consideration of the Kuumba project for Community Development Block Grant funding, in the amount of \$500,000.00, to assist in acquiring and renovating a larger building to replace the current facility. He advised that the goal of the Kuumba Center is to provide healthcare for all persons in need; 62 per cent of persons served last year were uninsured; 52 per cent of the Center's income is derived from a Federal grant, 30-40 per cent is derived from insurance claims and other smaller grants. He explained that the requested funds will be used to purchase land and to double the size of the present facility to meet the healthcare needs of residents of the community. He stated that the Center wishes to provide additional services because it is recognized that clients have an array of medical issues that require further medical diagnosis; and a larger building and expanded staff would not only better serve the citizens of the City of Roanoke, but the entire Roanoke Valley.

There being no further speakers, the Mayor declared the public hearing closed.

BUDGET: The Mayor advised that the second public hearing was to receive comments from citizens with regard to the City of Roanoke's Recommended Fiscal Year 2005-2006 Budget.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Tuesday, April 19, 2005.

The total General Fund Budget for fiscal year 2005-2006 is \$223,799,000.00; Enterprise Funds: Civic Facilities Fund - \$5,799,374.00, Parking Fund - \$2,720,000.00, Market Building Fund - \$311,855.00; Internal Service Funds: Fleet Management Fund - \$5,595,415.00, Risk Management Fund - \$12,721,500.00, Technology Fund - \$6,371,472.00; and School Fund - \$127,317,575.00.

The Mayor inquired if there were persons present who would like to speak in connection with the public hearing; whereupon, the following persons addressed Council:

Ms. Alita Ashe, 5784 Littleton Road, spoke in support of funding for the Blue Ridge Technical Academy. She stated that funds for the Academy were not included in the 2005-2006 fiscal year budget of the Roanoke City Schools on March 8, 2005; and the School Board appointed a committee composed of parents, teachers, and School Board members to study alternatives and/or options with regard to the fate of the Technical Academy. She urged Council to work with the School Board to identify funds for continued operation of BRTA.

David Diaz, Executive Director, Downtown Roanoke, Inc., expressed appreciation to the City for its support of downtown Roanoke. He noted that the number of persons who have chosen to live in downtown Roanoke continues to grow and DRI continues to meet with developers to encourage a conversion of office space and other places into downtown living units. He stated that the YMCA and The Jefferson Center have sowed the seeds to create an uptown district; the City Market area study will be beneficial in creating more possibilities for downtown living, and an improved Farmer's Market and Market building. He called attention to the signs of a struggling retail market in downtown Roanoke due to a smaller employment base, limited parking spaces for residents and tourists, and costs associated with parking. Since parking is inextricably tied to the future of the City's downtown and its economic growth, he suggested a business recruitment strategy including parking incentives and consideration with regard to decreasing the City's monthly rates in City-owned parking garages. He also suggested that signage be erected to direct persons to available parking and to relieve any feeling of anxiety when entering a parking garage.

Mr. Clarence R. Martin, 155 Huntington Boulevard, N. E., asked that Council support a pay increase for all City retirees and a medical supplement to help defray the cost of health insurance for City retirees 65 years of age and older.

Mr. Ken Rattenbury, 2226 Hunters Road, S. W., a downtown business owner, spoke in support of increasing the parking spaces in the downtown area, in part, due to the relocation of the Art Museum. He expressed concern that relocation of the Art Museum to the viaduct parking lot would create a negative impact on limited parking in the downtown area.

Ms. Helen E. Davis, 35 Patton Avenue, N. E., urged Council to amend the proposed fiscal year budget in order to include approximately \$75,000.00 for the Oliver White Hill Foundation inasmuch as CDBG funds were not included as recommended by the Gainsboro Steering Committee. She advised that funds would be used as a start up base to honor Oliver White Hill, a prominent and well known attorney who resided on Gilmer Avenue, N. W., who is known throughout the world for his accomplishments, yet his hometown has taken little, if any, steps to honor him. She stated that the Oliver White Hill Foundation plans to purchase the home and establish a museum as a fitting and living tribute to one of the City of Roanoke's most recognized black attorneys.

There being no further speakers, the Mayor declared the public hearing closed.

TAXES: The Mayor advised that the third public hearing was in reference to a proposal that the current meals tax of 4% be increased to 5%, effective July 1, 2005.

The Mayor inquired if there were persons present who would like to speak in connection with the public hearing; whereupon, the following persons addressed Council:

Mr. Bill McClure, 542 Walnut Avenue, S. W., expressed concern with regard to the increase in the meals tax because it is unfair to single out restaurants for a tax increase that was originally created as a hospitality tourism tax. He added that the meals tax unfairly impacts restaurant businesses in comparison with neighboring cities and counties that have a lower tax rate which may encourage some consumers to "border hop" to avoid a higher tax. He stated that the proposed tax increase could lead to a loss of sales which could reduce revenue generated to the City; and the City of Roanoke has lost two restaurants to Roanoke County and many downtown restaurants are closing which is causing a negative impact on an already fragile business environment. He noted that even though the meals tax has been advertised as a one cent increase, the actual tax increase is 20 per cent, and questioned the use of the meals tax increase to fund renovations to William Fleming High School, which were to be funded through a bond issue.

Mr. Duane Howard, 1135 Wasena Avenue, S. W., concurred in the remarks of Mr. McClure. He stated that for many senior citizens and people with disabilities dining out is not always a discretionary decision, but a necessity to get through the day. He added that the increase in the meals tax will not only hurt restaurant owners, but employees who hold low end service jobs. He advised that the City could replace the need for a meals tax increase by saving the \$20-\$30 million that would have been spent on the construction of a new stadium.

There being no further speakers, the Mayor declared the public hearing closed.

At 7:30 p.m., the Mayor declared the Council meeting in recess.

The Council of the City of Roanoke reconvened on Thursday, April 28, 2005, at 7:30 p.m., in the City Council Chamber, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, Virginia, with Mayor C. Nelson Harris presiding.

PRESENT: Council Members Brenda L. McDaniel, Brian J. Wishneff, M. Rupert Cutler, Alfred T. Dowe, Jr., Beverly T. Fitzpatrick, Jr., Sherman P. Lea and Mayor C. Nelson Harris ------7.

ABSENT: None-----0.

OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; Jesse A. Hall, Director of Finance; and Stephanie M. Moon, Deputy City Clerk.

BUDGET-TAXES: The Mayor advised that the purpose of the public hearing is to receive citizen comments with regard to the City's real property tax rate for fiscal year 2005-2006. He advised that the City Manager's proposed budget includes a real property tax rate of \$1.21 per \$100.00 of assessed value for fiscal year 2005-2006, which is the current tax rate for fiscal year 2004-2005.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Tuesday, April 19, 2005.

The Mayor advised that the following persons have registered to speak in connection with the City's real property tax rate for fiscal year 2005-2006:

Mr. Dick Kepley, 550 Kepplewood Road, S. E., read the following quote: "the power to tax is the power to destroy". He stated that the power to raise taxes is the power to cause citizens to relocate to another locality; and the City's real estate assessments have increased annually.

Mr. Bill McClure, 542 Walnut Avenue, S. W., expressed concern with regard to real estate property assessments, and advised that last year's increase in valuation of real estate contributed \$3,268,218.00 to the City's budget, an automatic one and one half per cent of the budget, when compared to the total budget amount of \$224 million. He noted that in 1999, he paid \$81.63 on \$100,000.00 real estate valuation assessment, and six years later, he paid \$119.99 on \$119,000.00 in valuation for a residence that has a market value of \$80,000.00 - \$85,000.00. He referred to a statement made by Mayor Harris that residents pay eight per cent of the assessment value; however, at the present rate of eight per cent, in six years, his

monthly payment will be approximately \$166.66, or double the 1999 rate. He added that for the next 12 years, payment on his City real estate taxes will be approximately \$229.70, or triple the 1999 payment. He expressed concern with regard to annual increases in the average assessment from three per cent to four per cent, and inquired if citizens are to accept an eight to nine per cent increase in property taxes, a 20 per cent increase in the meals tax in addition to other fees imposed by the City. He advised that the City's real estate tax rate is 1.21 per \$100.00 of assed value, compared to Roanoke County at \$1.12, the City of Salem at \$1.18, Chesterfield County at \$1.07 and Henrico County at 0.94; and other localities in the Commonwealth have limited real estate assessments or decreased their real estate tax rates. He also pointed out the decreasing in funding for the Westend Center, Boys Club and other non-profit organizations that provide prudent and needed services to the citizens of the City.

Mr. John Kepley, 2909 Morrison Street, S. E., expressed concern with regard to the increase in real estate tax assessments. He stated that Council has made poor decisions concerning fiscal responsibility, such as the construction/renovations to Patrick Henry and William Fleming High Schools. He called attention to the establishment of a citizens group to be known as "Citizens for a Sensible Tax Increase" because citizens are no longer willing to tolerate increases in their property assessments. Therefore, he urged that Council consider changing the method in which real estate is assessed in the City of Roanoke.

Mr. Bill Tanger, 257 Dancing Tree Lane, Botetourt County, advised that real estate taxes in the City of Roanoke are high because the City's expenses are high and one of the City's major expenses will be Victory Stadium, regardless of whether the facility is renovated or a new stadium is constructed. He added that City Council has the ethical responsibility to take a major expense such as Victory Stadium that affects taxpayers' money, both long term and short term, to a voter referendum.

Mr. Jim Fields, 17 Ridgecrest Road, Hardy, Virginia, advised that if the City had made the right decisions with regard to the expenditure of large sums of taxpayers' money, an increase in real estate assessments would not be necessary to generate funds.

There being no further speakers, the Mayor declared the public hearing closed.

The Mayor advised that Council will engage in fiscal year 2005-2006 budget study sessions on Wednesday, May 4, 2004, at 8:30 a.m., in Room 159, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., and on Thursday, May 5, 2005, at 8:30 a.m., if necessary. He further advised that the City's fiscal year 2005-2006 budget will be adopted at a reconvened meeting of the Council to be held on Thursday, May 10, 2005, at 2:00 p.m., in the Council Chamber.

There being no further business, at 7:45 p.m., the Mayor declared the Council meeting adjourned.

	n	\mathbf{r}	\mathbf{r}	\sim	` '	_	D
^	$\boldsymbol{\nu}$	$\boldsymbol{\nu}$	$\boldsymbol{\nu}$	1 1	١,	_	

ATTEST:

Mary F. Parker City Clerk C. Nelson Harris Mayor



CITY OF ROANOKEOFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Conveyance of City Owned Property to Roanoke Regional Airport Commission Tax #6560101

Pursuant to the requirements of the Virginia Code, the City of Roanoke is required to hold a public hearing on the proposed conveyance of property rights. This is to request that a public hearing be advertised on the above matter for Council's regular meeting to be held on Monday, June 20, 2005. A full report will be included in the June 20, 2005, agenda material for your consideration.

Respectfully submitted,

Darlene L. Burcham

City Manager

DLB/SEF

c: William M. Hackworth, City Attorney Mary F. Parker, City Clerk Jesse A. Hall, Director of Finance Sarah E. Fitton, Engineering Coordinator

MINUTES OF ROANOKE CITY AUDIT COMMITTEE

May 2, 2005

1. CALL TO ORDER:

The meeting of the Roanoke City Audit Committee was called to order at 11:05 a.m. on Monday, May 2, 2005, with Chair, Dr. M. Rupert Cutler, presiding.

The roll was called by Mrs. England

Audit Committee

Members Present: Dr. M. Rupert Cutler, Chair

Mayor C. Nelson Harris (arrived late) Vice-Mayor Beverly T. Fitzpatrick, Jr.

Alfred T. Dowe, Jr. Sherman P. Lea

Brenda L. McDaniel (arrived late) Brian J. Wishneff (arrived late)

Others Present:

Drew Harmon, Municipal Auditor Darlene L. Burcham, City Manager William M. Hackworth, City Attorney Jesse A. Hall, Director of Finance

George C. Snead, Jr., Asst. City Manager for Operations Rolanda B. Russell, Asst. City Manager for Community

Development

Sherman Holland, Commissioner of the Revenue

Greg Emerson, Chief Deputy Commissioner of the Revenue

Larry Brown, Public Information Officer Gwin Ellis, Assistant to the City Manager Doris England, Administrative Assistant

Brian Townsend, Director of Planning, Building &

Development Mary Parker, City Clerk

Todd Jackson, The Roanoke Times

Evelyn Bethel, Citizen Helen Davis, Citizen

2. INTERNAL AUDIT REPORTS:

None.

3. UNFINISHED BUSINESS:

- A. Commissioner of the Revenue Response to Internal Audit
- B. Municipal Auditor's Letter of Reply to Audit Committee

Chairman Cutler recognized Sherman Holland, Commissioner of the Revenue, for his comments in response to the internal audit performed in his department. Mr. Holland thanked the Audit Committee members for inviting him to the meeting. He noted that it was a busy time of the year for his office with personal property tax bills being sent out on April 15 and with today being the deadline for filing state income taxes. He said people do not like paying taxes and come in to his department angry, but when they leave after talking about the services those taxes provide, they are a little less angry. He said he hoped everyone had an opportunity to read his response to the internal audit, and he would be glad to answer any questions from members of the Council.

Mr. Lea noted his concern regarding the Attorney General's opinion cited by the Commissioner and asked the City Attorney if it was legal for the City Auditor to perform an audit of the Commissioner's office. Mr. Hackworth stated that the Attorney General's prior opinions on the law have been that independent, outside auditors are to perform financial audits. He also stated that cities and counties do not have the authority to do performance audits of constitutional officers according to the Attorney General's opinion. However, the Commissioner apparently gave his permission for the Municipal Auditor to conduct an audit.

Chairman Cutler asked Mr. Harmon if there was an agreement with the Commissioner of Revenue regarding the type of audit that would be performed. Mr. Harmon explained the difference between a financial audit and a performance audit. He stated that the agreement with the Commissioner was to evaluate the system of internal controls related to the tax compliance function. Mr. Lea asked the City Attorney if Municipal Auditing had the legal authority to conduct the audit. Mr. Hackworth responded that the Commissioner gave his permission for the audit to be conducted, and the Commissioner's office cooperated and provided information for the audit. Chairman Cutler asked Mr. Harmon if there was a paper trail of the audit. Mr. Harmon replied that there was and that anyone who wished to see the documentation was welcome to review it.

Mr. Harmon stated that his department has conducted several audits in the Commissioner's office in the past related to processes for business licenses and personal property. Mr. Harmon noted that Mr. Holland stated he would welcome internal audits in the Commissioner's office when he came into office and that Municipal Auditing has maintained a good working relationship with the Commissioner's office. Mr. Harmon stated his belief that the City Code provides authorization for the Council to have local tax records reviewed by whomever they designate, which could include Municipal Auditing. Mr. Harmon asked that the concerns raised in the audit regarding the absence of a business plan and the lack of field audits be discussed in order to address the interests of the locality.

Chairman Cutler asked Mr. Hackworth if City Code supported what Mr. Harmon had mentioned in regards to what Council could do with a constitutional office.

Mr. Hackworth replied that in 1997, the Commissioner asked if Municipal Auditing could do a financial audit in the Commissioner of Revenue's office. There were provisions in the City Charter, not just the Code, which spoke of the Auditor doing financial audits of the Commissioner's office. However, the Attorney General opined that state law prevailed over what was in the City Charter. Therefore, there was no authority for the Municipal Auditor to do financial audits in the Commissioner of Revenue's office. Chairman Cutler asked Mr. Harmon if a financial audit was conducted, and Mr. Harmon replied it was not. Chairman Cutler asked if similar audits had been done in the offices of other constitutional officers. Mr. Harmon stated that the Auditing department regularly audits the Treasurer's Office, the Sheriff's Office, and the Clerk of the Circuit.

Mr. Lea directed attention to the last statement in Mr. Harmon's letter of reply and characterized it as "inflammatory." Mr. Harmon stated that he felt the reply was appropriate given the Commissioner's response. Mr. Lea said he wanted the premise of why this was done to be clear and that it was not a witch hunt.

Mr. Fitzpatrick stated he was also concerned about the comment Mr. Harmon had made in the last paragraph of the letter of reply. He expressed concern that two professionals with separate charges were not working cooperatively. Mr. Fitzpatrick stated that both sides appeared to be defensive and that the real opportunity here is for the Commissioner to measure himself and his staff against what has been suggested as opportunities to do a better job. Mr. Fitzpatrick said that he had received comments from people who are not happy that others might not be paying their taxes. He further stated that it makes Council very unsure when its members cannot say to citizens that they are being taxed equally across the city. Mr. Fitzpatrick said he thought the helpful thing to do would be for the Commissioner to respond in such a way as not to be defensive, but to say this is what we are going to do to try to improve in this percentage or in this way. The same people who elected the Commissioner elected Council members, and they want to be sure everyone is paying their fair share.

Mr. Dowe cautioned that the Committee must be careful when deciding what can and cannot be done when considering elements of the Attorney General's decision. Mr. Dowe remarked that he could understand a person's reservations about having an audit when there is no legal requirement to allow such an audit. Mr. Dowe stated that he would hope the Commissioner would be receptive to future audits, if they were proposed. Mr. Dowe stated that the Mayor made a profound statement at the last Audit Committee meeting when he said audits are more corrective than punitive. He hopes steps will be taken to get the Commissioner's office to the place where it needs to be.

Mayor Harris noted the tenuous position the City Council was in given the fact that the Commissioner of the Revenue is an elected official and the fact that the Attorney General's opinions indicate that City Council has no authority over the Commissioner. The Mayor stated that the Municipal Auditor has done an audit,

the Commissioner has responded to the audit, and the Municipal Auditor has responded to the response. All of these are public documents that anyone who is interested can obtain. Mayor Harris moved that the Commissioner's response and the Auditor's letter of reply be received and filed, and that the Committee move on to other things. Chairman Cutler asked if the Committee would like to hear from the Municipal Auditor and the Director of Finance before acting on the motion. The motion was seconded and the Chairman opened the floor for discussion. Chairman Cutler asked the Municipal Auditor and the Director of Finance for comments.

Mr. Harmon stated that the Auditing department has performed constructive work in the Commissioner's office over the years and provided an example of the benefits from audit work related to how vehicles are valued. He stated that people have been open in the past to addressing audit findings and that it should be no different now that significant problems have been noted. Mr. Harmon said that he understood Council's position in that it put the members in an uncomfortable spot. He stated his feelings that the audit work his department performed in the Commissioner's office was important and worthwhile. He stated that the Audit Committee decides what will and will not be audited by virtue of approving the annual audit plan, and that he will respect the Committee's decision on the audit plan. Mr. Harmon concluded his remarks by expressing his hope that the important issues raised in the audit report would be addressed.

Chairman Cutler called upon the Director of Finance for his comments. Mr. Hall stated the Commissioner's work is particularly important to the Finance office. The Commissioner is involved in some way with approximately \$100 million of the City's revenue. Mr. Hall expressed his high level of confidence in the work of the Auditing department, the constructive advice the department provides. and the cooperativeness of the Auditing department in helping to implement recommended processes and procedures. He stated his belief that the audit was approached in a constructive manner and that some extremely good. constructive advice was included in the audit report. Mr. Hall stated that it was his personal philosophy that the Commissioner should not be held to any different accountability standard than himself or others in the organization, and he would hope the Commissioner would agree. He expressed his hope that constructive measures included in the report would be implemented. Based on his department's responsibilities for administering local taxes, Mr. Hall stated his belief that it is strategically important to have programs in place to do audits, follow-ups, and so on, that are well thought out so staff members know what they are supposed to be doing. Mr. Hall said he hoped that everyone involved would recognize the importance of having good business practices and would avoid making this an issue of the legality of the audit or immunity under State code. Mr. Hall stated that focusing on the legality of the audit was not constructive and does not speak to the heart or the substance of the issue.

Chairman Cutler said there was a motion on the floor to receive and file the Commissioner's response and the Auditor's response. A vote of the Audit Committee members was taken and the motion carried.

The Chairman then recognized Mr. Holland for comments. Mr. Holland stated that he wanted to highlight some things, and he appreciated the opportunity to speak. He said that none of this was out of malice. Mr. Holland stated that he welcomes everything that people have to say, but that he cannot say he can use everything. Mr. Holland noted that he and Mr. Harmon have worked well together in the past. He said that his mention of harassment in his response was about himself; that is what people present to him when he is working as Commissioner of the Revenue. Mr. Holland stated that his office does a good job with the staff it has. He said that a lot of the audit recommendations were fine; he listened to them and will take them into consideration. Mr. Holland stated that one has to realize he represents the citizens of the city, and he is ultimately responsible for that office.

Mr. Holland commented on the fantastic staff he has and the fantastic job they do considering the resources they have. He said that a lot of the audit recommendations are fine, but the resources are not available. Mr. Holland stated that he has a staff of only 15 people, with three people in personal property, three people at the counter to answer all the phone calls. He said that he was not complaining. Mr. Holland noted that he had asked for extra money in the budget process and that his office does not have a secretary. Mr. Holland also stated he would like to have additional auditors; his office could do a better job if it had more staff.

Mr. Holland said he had only two people in the business license section, which is one more than when he took office. He stated this section brings in \$11.2 million with two people. Mr. Holland described how the two employees work to cover the office and perform inspections. He stated that a lot of times the Business License Inspector does not request local mileage reimbursement due to the bureaucracy and paperwork and that this shows how dedicated the Business License Inspector is. Mr. Holland said that he keeps telling the Business License Inspector to fill out the paperwork, but he doesn't do it because he is dedicated. Mr. Holland commented on his staff members taking only 30 minutes for lunch instead of an hour, just to make sure the tax and the revenue is presented and received in the City of Roanoke.

Mr. Holland noted that his office relies on the Police department to ticket people who haven't registered their vehicles with the city. He further explained that the printing on each ticket refers the person to the Commissioner's Office.

Mr. Holland stated that the state tax auditor, who inspects all Commissioners of the Revenue offices throughout the State, was recently in his office and did a fantastic job. Mr. Holland also complimented departments within the city, such as the City Attorney's office and Department of Technology that help the Commissioner's office.

Mr. Holland stated that the Department of Technology helps with the Commissioner's system that is 20 years old, but the system will not do the reports that Mr. Harmon recommended. Mr. Holland said he understands the need to do certain things recommended by Mr. Harmon; and his office is heading in that direction, but they don't have the resources. He also stated that he has to adhere to the law; all his duties as Commissioner are based on the law. Mr. Holland said that of the 663 records checked by the state tax auditor, there were only three errors. He stated that this was an error factor of .00453 and asked who else in this jurisdiction has that error factor.

Mr. Holland stated that when his office receives complaints that people are not paying their taxes, his staff follows up on them. If there is reasonable, factual data, his office will send them a bill. But it has to be able to stand up in a court of law because sometimes he has to go to court. Mr. Holland said that he thought Mr. Harmon was coming into his office to check the computer system because it is 20 to 30 years old. He stated that there may have been a communication problem. He said that when he realized that Mr. Harmon was doing a performance audit, he was shocked. Mr. Holland stated that he tried to arrange a meeting with Mr. Harmon but that he [Mr. Holland] was out of town. Mr. Holland indicated that a relative's health problems required him to be out of town and that his Chief Deputy was acting on his behalf while he was away. Mr. Holland said that he is not angry or mad at Mr. Harmon and feels they will still have a good relationship. Mr. Holland stated that his office is ranked as the top Commissioner's office in Southwest Virginia and that other commissioners ask his office how to do things. He said that he appreciated everyone's time and that his door is always open to everyone.

Chairman Cutler noted that City Council, in recent years, included funds for two additional auditors in the Commissioner's office. He noted that the positions were never filled and he asked if Mr. Holland could tell the Committee why. Mr. Holland replied that he did not have a secretary, his was a small office, and that this caused certain things to take longer than most offices. Mr. Holland also stated that stipulations were attached to the two auditor positions that related to revenue generation and that he could not tie any person's position to how much revenue he or she could take in. Mr. Holland continued on to say that if Council did provide two auditor positions, his office would work more efficiently and most likely gain additional revenue. He stated that he was not elected to increase the revenue, although he will get as much as he can. He stated that the Economic Development department is the one that can bring businesses into the city.

Chairman Cutler stated that this completed the agenda item for the Commissioner of the Revenue, and he thanked Mr. Holland and Mr. Emerson for attending.

4. NEW BUSINESS:

Chairman Cutler asked Mr. Harmon to brief the Audit Committee on the status of the KPMG contract for the year-end audit. Chairman Cutler provided some background information to the Committee regarding the audit firm selection process. Mr. Harmon then explained that due to corporate scandals in recent years, audit firms have become more concerned with potential liability associated with auditing financial statements. As a result, KPMG incorporated a dispute resolution clause into its engagement letter, requiring the city to accept mediation to settle disputes. The clause also requires that the mediation hearing be conducted in New York City. Mr. Harmon went on to state that the City Attorney's office took the position that the City of Roanoke could not give up its right to go to court. Through Mr. Hackworth's efforts with the attorneys at KPMG, the dispute resolution clause was removed from the engagement letter and a new letter was issued on Friday, April 29th. The meeting between the Audit Committee and KPMG will be rescheduled for the June Audit Committee meeting. Mr. Harmon explained that this meeting between the audit firm and Audit Committee is required by the Auditor of Public Account's specifications for audit.

Chairman Cutler thanked Mr. Harmon and also thanked Mr. Hackworth for his work on the issue. Mr. Hackworth stated that the city was fortunate to have had signed contracts in hand before the engagement letter was issued. Chairman Cutler asked the City Attorney what lesson had been learned from this experience. Mr. Hackworth replied that future requests for proposals should require responding audit firms to disclose every term that the firm expects the city to agree to as part of the audit. Chairman Cutler asked Ms. Burcham if this was now a matter of record in the Purchasing division. Ms. Burcham responded that Purchasing is well aware of the deliberations. She also stated that she delayed signing the KPMG contract for approximately a week while awaiting final resolution of the issue.

5. ADJOURNMENT:

There being no further business, the meeting was adjourned at 11:52 a.m.

M. Rupert Cutler, Chairman



To Mary

Parker/Employees/City_of_Roanoke@City_of_Roanoke

cc sgbreakell@breakellconstruction.com, Stephanie Moon/Employees/City_of_Roanoke@City_of_Roanoke, Rolanda

bcc

Subject Advisory Board member resignation

Hi,

Sam Oakey has decided to resign from the Library Advisory Board because of his busy business obligations. I am forwarding his resignation letter to you.

Sheila

Sheila S. Umberger, M.L.S. Acting Director of Libraries Roanoke Public Library 706 S. Jefferson Street Roanoke, Virginia 24016

540-853-2476

----- Forwarded by Sheila Umberger/Employees/City_of_Roanoke on 05/31/2005 03:10 PM -----



Beatlessgo@aol .com 05/12/2005 09:00 AM

To Sheila.Umberger@roanokeva.gov

CC

Subject Re: May Director's report

Hi Shela!

I was hoping that I would not have to write this letter, but my schedule is such that I am being forced to miss the majority of Board meetings at the library. I do not want to sit on a Board that I cannot attend the meetings of, and don't want the other members to feel that my reason for not attending is apathy. I truly do believe in what we are attempting to accomplish, and will always be glad to help whenever called on.

I do, however, feel that I should resign my seat on the advisory board instead of having to miss meetings on a monthly basis. If I can ever get valley residents to die on a set schedule, I promise to return! Thanks again for all you and the board do to better the lives of Roanokers. You are truly essential for a proper fabric of life here.

Warmest regards,

Sam Oakey



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Additional Funding for the Department of Social Services and Comprehensive Services Act

Background:

The Department of Social Services experienced an increase in demand for the following services over the past year: Fuel Assistance, Auxiliary Grant, Refugee Resettlement, Foster Care, Adoption, Day Care and Food Stamp. Some of these programs are mandated by the state. Additional federal and state funding was allocated by the state for these programs with only the Fuel Assistance and Day Care requiring local funds. The agency also experienced an increase in its operating expenditures. Part of this is related to under-projecting costs related to the occupancy of a new facility. Additional funding for operating costs provided by the state also requires a local match.

The Comprehensive Services Act (CSA), which was established in 1993, provides out-of-home services to troubled and at-risk youth and to their families through a collaborative system of state and local agencies, parents and private sector providers. These services include mandated foster care, certain special education services and foster care prevention. CSA also provides services to certain targeted non-mandated populations.

Honorable Mayor and Members of Council June 6, 2005 Page 2

Considerations:

The City of Roanoke will receive additional funding for Fuel Assistance, Auxiliary Grant, Refugee Resettlement, Foster Care, Adoption, Day Care and Food Stamp programs for FY 2005 in the amount of \$1,927,010. The Auxiliary Grant and Day Care programs totaled \$810,000 which included a required match of \$80,169. \$10,000 of these local funds will be provided from the Emergency Relief program that is 100% local funds. The additional funds for operating expenditures totaled \$49,000. \$24,771 will be reimbursed by the state with a \$24,229 local match. The number of citizens requiring assistance and the cost of providing these services continues to increase.

CSA expenditures are projected at \$10,650,000 for FY 2005. These expenditures exceed the CSA FY 2005 appropriation of \$9,011,779 by \$1,638,221 and require additional local funds in the amount of \$503,261. The additional funds are for mandated services for at-risk youth. CSA has experienced an increase in the number of youths requiring higher cost services.

Recommended Action:

Increase General Fund revenue estimates by \$1,871,612, transfer funding of \$104,398, and appropriate funding of \$1,976,010 for Social Services as detailed in Attachment A.

Increase General Fund revenue estimates by \$1,134,960, transfer funding of \$503,261, and appropriate \$1,638,221 for the Comprehensive Services Act as detailed in Attachment B.

Respectfully submitted,

Darlene L. Burcham

City Manager

DLB:icb

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Sherman M. Stovall, Director of Management and Budget
Jane R. Conlin, Director of Human/Social Services
Rolanda B. Russell, Assistant City Manager

Department of Social Services June 6, 2005 Council Meeting

Attachment A:

Appropriate funding in the amount of \$1,976,010 to the following accounts:

001-630-5311-2024 (Natural Gas)	10,000
001-630-5313-1004 (Temporary Wages)	44,629
001-630-5313-3120 (Auxiliary Grant)	10,000
001-630-5313-3150 (Indo-Chinese Program)	13,000
001-630-5314-2020 (Telephone)	10,000
001-630-5314-2144 (Business Meals and Tra	ivel) 10,000
001-630-5314-3115 (ADC Foster Care)	287,959
001-630-5314-3130 (Special Needs Adoption) 600,554
001-630-5314-3131 (Adoption Incentive)	3,834
001-630-5314-3132 (Respite Care)	16,497
001-630-5314-3155 (Subsidized Adoption)	151,503
001-630-5314-3156 (Child Day Care Quality I	nitiative) 8,709
001-630-5314-3159 (Day Care Services)	800,000
001-630-5316-3166 (Food Stamp Empl Train/	/Transp) 9,325

Transfer funding in the amount of \$104,398 from the following accounts:

001-630-5314-3145 (Emergency Relief)	10,000
001-300-9410-1090 (Personnel Lapse)	94,398

Increase General Fund Revenue estimate in the amount of \$1,871,612 in the following accounts:

001-110-1234-0676 (General Administration)	5,000
001-110-1234-0680 (Emergency Assistance)	25,629
001-110-1234-0670 (Auxiliary Grant)	8,000
001-110-1234-0679 (Refugee Program)	13,000
001-110-1234-0796 (Reasonable and Necessary)	9,771
001-110-1234-0685 (Dir Social Services-Services)	10,000
001-110-1234-0675 (Foster Care)	1,043,850
001-110-1234-0686 (Day Care)	738,328
001-110-1234-0700 (Child Day Care Quality Initiative)	8,709
001-110-1234-0681 (Employment Services)	9,325

Comprehensive Services Act June 6, 2005 Council Meeting

Attachment B:

Appropriate funding in the amount of \$1,638,221 to the following accounts:

001-630-5410-3180 (Foster Care IV-E Residential)	200,000
001-630-5410-3182 (Foster Care IV-E Children)	500,000
001-630-5410-3185 (Special Education Residential)	700,000
001-630-5410-3191 (Foster Care Family Other)	238,221

Transfer funding in the amount of \$503,261 from the following accounts:

001-300-9410-1090 (Personnel Lapse)	285,602
001-121-2130-2008 (Residential Detention Services)	130,000
001-300-9410-2199 (City Manager Contingency)	87,659

Increase General Fund Revenue estimate by \$1,134,960 in the CSA revenue account number 001-110-1234-0692.



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding for the Department of Social Services and Comprehensive Services Act, amending and reordaining certain sections of the 2004-2005 General Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2004-2005 General Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Residential Detention Services	001-121-2130-2008	(130,000)
Salary Lapse	001-300-9410-1090	(380,000)
Contingency	001-300-9410-2199	(87,659)
Natural Gas	001-630-5311-2024	10,000
Temporary Employee Wages	001-630-5313-1004	44,629
Auxiliary Grant Program	001-630-5313-3120	10,000
Indo-Chineses Program	001-630-5313-3150	13,000
Telephone	001-630-5314-2020	10,000
Business Meals and Travel	001-630-5314-2144	10,000
ADC Foster Care	001-630-5314-3115	287,959
Special Needs Adoption	001-630-5314-3130	600,554
Adoption Incentive Funds	001-630-5314-3131	3,834
Respite Services	001-630-5314-3132	16,497
Emergency Relief	001-630-5314-3145	(10,000)
Subsidized Adoption IV-E	001-630-5314-3155	151,503
Child Day Care Quality Initiative	001-630-5314-3156	8,709
Day Care Services	001-630-5314-3159	800,000
Food Stamp Employee Training/Transportation	001-630-5316-3166	9,325
Foster Care IV-E Residential	001-630-5410-3180	200,000
Foster Care IV-E Children	001-630-5410-3182	500,000
Special Education Residential	001-630-5410-3185	700,000
Foster Care Family Other	001-630-5410-3191	238,221
Revenues		
Aged, Blind, Disabled	001-110-1234-0670	8,000
Foster Care	001-110-1234-0675	1,043,850
General Administration	001-110-1234-0676	5,000
Refugee Program	001-110-1234-0679	13,000

Emergency Assistance	001-110-1234-0680	25,629
Employment Services	001-110-1234-0681	9,325
Director of Social Services-Administration	001-110-1234-0685	10,000
Day Care	001-110-1234-0686	738,328
CSA-State Supplemental	001-110-1234-0692	1,134,960
Child Day Care Quality Initiative	001-110-1234-0700	8,709
Reasonable and Necessary	001-110-1234-0796	9,771

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

Honorable C. Nelson Harris, Mayor Honorable Beverly Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian I. Wishneff. Council Member

Dear Mayor Harris and Members of City Council

Subject: Appropriation of Regional
Disability Services Board Grant
Funding - Staff Support and
Contract for Services

Considerations:

The Fifth Planning District Commission Disability Services Board (DSB) is responsible to local governments and serves as a critical resource for needs assessment, information sharing and service opportunities for citizens with disabilities, their families and the community. The following jurisdictions in the Fifth Planning District have enacted resolutions establishing their participation in a regional effort and have appointed a local official to serve: the cities of Roanoke, Salem, and Covington; the counties of Roanoke, Craig, Botetourt, and Alleghany and the Towns of Clifton Forge and Vinton. Other members of the DSB include representatives from business and consumers. The City of Roanoke serves as fiscal agent for the Fifth Planning District Disabilities Services Board.

The State Department of Rehabilitative Services has allocated funds in the amount of \$14,800 for a one-year period to continue local staff support of the administration of the Fifth District DSB. See Attachment "A"

Mayor Smith and Members of City Council June 6, 2005 Page 2

Recommended actions:

Authorize the City Manager or her designee to enter into a contract substantially in the form attached to this report, with existing DSB staff support to continue providing local administrative support.

Appropriate \$14,800 to a Grant Fund account to be established by the Director of Finance and establish a corresponding revenue estimate in the Grant Fund.

Respectfully submitted,

Darlene L. Burcham

City Manager

c: William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Mary F. Parker, City Clerk
Jane Conlin, Director, Human/Social Services

CM05-00065

Agreement for Services

This agreement is made this 1st day of June 2005, by and between the CITY OF ROANOKE, hereinafter referred to as "City" and ROSLYN KINGERY hereinafter referred to as "Staff".

The parties hereto agree as follows:

- 1. **SCOPE OF SERVICES** The Staff will provide the City and its designee (Fifth District Disability Services Board) with staff support as follows:
 - a. Attend all DSB meetings (minimum of one meeting per quarter) and related activities
 - b. Prepare, disseminate and maintain agendas, minutes and other correspondence
 - c. Maintain and monitor the administrative budget
 - d. Maintain official records for the DSBs
 - e. Administer and monitor the RSIF grants and ensure that the impact reports are completed and sent within time frame specified
 - f. Arrange sign language interpreters, CAN and/or CART services, and all other necessary accommodations, for DSB meetings and hearings.
 - g. Ensure DSB compliance with the Code of Virginia and DSB Establishment Guidelines
 - h. Provide ADA and disability information to DSB members, local elected officials and the public within the localities served by the local DSB
 - Support DSB efforts to exchange information with other local boards regarding services and best practices in the delivery of services to persons with physical and sensory disabilities
 - j. Other duties as directed by the local disability services board.
- 2. **TIME OF PERFORMANCE** the term of this agreement shall be for a one-year period beginning June 1, 2005 and concluding May 31, 2006.
- 3. **FEES AND PROPOSED PAYMENT SCHEDULE** the total compensation to Staff shall be \$14,800 per 12-month period. Payment to the Staff shall be made monthly upon receipt of payroll documentation.
- 4. **TERMINATION** either the City or the consultant upon written notification thirty (30) days prior to termination may terminate this agreement.
- 5. **REPORTING** The Staff will meet with the City's designee a minimum of twice a month and provide regular updates on the progress of the Boards work.
- 6. **INDEMNIFICATION** the Staff agrees to indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, legal actions and judgments advanced against the City and for expenses the City may incur in this

- regard, arising out of the Staff's negligent acts or omissions with respect to the rights and privileges granted by the City to the Staff in this Agreement.
- 7. **GOVERNING LAW** the Commonwealth of Virginia shall govern this Agreement.
- 8. **OWNERSHIP** All reports, paper, etc., developed and/or generated as a result of this proposals process are the property of the city of Roanoke. No duplication or dissemination of this material can be done without the expressed written permission of the Director of Human Services, or other authorized City official.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year here in above written:

CITY OF ROANOKE
Ву:
Sharon Gentry, Senior Buyer
Department of Purchasing
INDEPENDENT CONTRACTOR
Ву:
Roslyn J. Kingery

KHS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funds for the Fifth District Disability Service Board Grant, amending and reordaining certain sections of the 2004-2005 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2004-2005 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Grant Fund

Appropriations

Fifth District Disability Service Board FY06 035-630-5172-2010 \$ 14,800

Revenues

Fifth District Disability Service Board FY06 035-630-5172-5277 \$ 14,800

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

DX

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the City Manager to enter into a contract with the Fifth Planning District Commission Disability Services Board ("DSB") staff to provide continuing local administrative staff support, upon certain terms and conditions.

WHEREAS, the DSB is responsible to local governments and serves as a critical resource for needs assessment, information sharing and service opportunities for citizens with disabilities, their families and the community; and

WHEREAS, funds in the amount of \$14,800 to continue local staff support in support of the DSB administration for a one (1) year period have been allocated to the DSB by the State Department of Rehabilitative Services.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke that:

- 1. The City Manager and the City Clerk are hereby authorized, for and on behalf of the City, to execute and attest, respectively, a contract with existing DSB staff to provide continuing local administrative staff support for the Fifth District Disability Services Board, as recommended in the City Manager's letter to this Council dated June 6, 2005.
- 2. The form of the contract, and any necessary amendments, shall be in form approved by the City Attorney.

ATTEST:



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council,

Subject:

Recommendations of Human Services Advisory Board for Funding of Qualified Agencies for Fiscal Year 2005-2006

Background:

The Human Services Advisory Board budget in the amount of \$561,982 was established by City Council with the adoption of the General Fund budget for fiscal year 2005-06. Requests from 40 agencies totaling \$1,002,302 were received as indicated on Attachment 1. Advisory Board members studied each application prior to allocation meetings held on March 23 and March 30, 2005. Agencies were notified of tentative allocations and advised they could appeal these recommendations.

Appeals of Advisory Board recommendations, as provided by policy, were received after notification to each agency of its tentative recommended allocation. Appeals were filed and heard April 13, 2005 from the following agencies: Roanoke Valley CASA, Brain Injury Services of Southwest Virginia, Adult Care Center, Inner City Athletic Association, and Blue Ridge Independent Living Center. After hearing the appeals, \$5,000 was allocated to the Inner City Athletic Association. This funding will be transferred from the City Manager's Contingency budget for a total available budget of \$566,982. No other adjustments were made to the recommended allocations.

Performance audits will be conducted by the Council of Community Services to evaluate the effectiveness and efficiency of all funded programs.

Honorable Mayor and Members of City Council June 6, 2005 Page 2

Recommended Action(s):

The City Manager will execute any required contracts.

Transfer \$5,000 from City Manager's Contingency account #001-300-9410-2199 to Human Services Advisory Board account #001-630-5220-3700.

Transfer \$566,982 from the Human Services Advisory Board account #001-630-5220-3700 to new line items to be established with the Human Services Advisory Board budget by the Director of Finance as cited on Attachment 1.

Respectfully submitted,

Darlene L. Burcham

City Manager

DLB:tem

Attachment

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Sherman M. Stovall, Director of Management and Budget
Jane R. Conlin Director of Human/Social Services
Rolanda B. Russell, Assistant City Manager for Community Development

#CM05-00052

Program	Requesting	Received	Proposed
	2005-06	2004-05	Funding - 2005-06
Planned Parenthood	8,000	5,000	5,000
Council of Community Services - Non-Profit Resource	15,000	N/A	15,000
League of Older Americans - Meals on Wheels	31,078.50	29,000	30,000
Apple Ridge Farms	30,000	10,000	10,000
Council of Community Services - Info. & Referral	15,015	13,650	13,650
Family Service of Roanoke Valley - ACTION	20,000	15,000	15,000
Bradley Free Clinic	30,000	30,000	30,000
West End Center - After School Program	21,000	20,000	20,000
Salvation Army - Turning Point	15,000	14,000	14,000
Salvation Army - Red Shield Homeless Shelter	15,000	14,000	14,000
Northwest Child Development Center	25,000	20,000	20,000
Child Health Investment Project - Care Coordination	25,000	30,000	25,000
Child Health Investment Project - FAMIS	25,000	N/A	5,000
Family Service of Roanoke Valley - Home Care Aide	15,000	15,009	15,000
Family Service of Roanoke Valley - Adults Plus	14,500	14,500	14,500
Blue Ridge Legal Services	14,793	6,000	6,000
Big Brothers Big Sisters - Community - Based	10,000	3,000	3,000
YMCA of Roanoke Valley - Magic Place	10,000	9,000	9,000
Roanoke Valley Speech and Hearing Center	3,500	3,500	3,500
Bethany Hall	10,500	10,000	10,000
Red Cross Disaster Services	15,000	0	0
Greenvale School	14,000	11,000	11,000
Child Health Investment Project - Family Strengthening	25,000	25,000	25,000
Family Service of Rke. Valley - Family & Ind. Counseling		10,000	10,000
Big Brothers Big Sisters - Site-Based	10,000	0	0
TRUST House	10,000	10,000	10,000
Roanoke Adolescent Health Partnership	25,000	20,000	20,000
Presbyterian Community Center - Pathways Program	2,500	2,500	2,500
Unified Human Services Transportation (RADAR)	24,000	22,000	22,000
SW Virginia Second Harvest Food Bank	50,000	15,000	15,000
Valley Music Works - Downtown Music Lab	12,000	4,000	4,000
Community Youth Program @ St. John's	15,000	5,000	5,000
Mental Health Association of Roanoke Valley	2,800	2,500	2,800
West End Center - Tutoring/Educational	21,000	20,000	20,000
YWCA - Youth Club	15,000	10,000	10,000
Girl Scouts of Virginia Skyline Council	7,500	4,000	5,000
Conflict Resolution Center	11,000	5,500	6,000
YMCA of Roanoke Valley - Homework Success	22,615	10,000	10,000
Children's Advocacy Center - Family Support	25,000	7,500	7,500
TAP - Fatherhood and Families	25,000	N/A	7,500
Roanoke Valley Interfaith Hospitality Network	8,500	8,000	8,000
Roanoke Area Ministries	30,000	30,000	30,000
Child Health Investment Project - HOPE	25,000	5,000	5,000
YWCA - Therapeutic Aquatics	10,000	8,000	5,000
Adult Care Center	15,000	7,000	7,000
Goodwill Industries of the Valley	30,000	N/A	0
Blue Ridge Independent Living Center	30,000	8,803	9,000
YWCA - Child Care Program	25,000	7,000	7,000
Inner City Athletic Association	10,000	5,000	5,000
Roanoke Valley CASA	10,000	3,000	3,000
YWCA - Resident Program	50,000	5,000	3,532
Brain Injury Services of SW VA	30,000	7,500	2,500
Julian Stanley Wise Foundation - To The Rescue	20,000	N/A	0
Monitoring Services - Council of Comm. Services	11,000		11,000
TOTAL	1,002,302		566,982



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding to the Human Services Committee, amending and reordaining certain sections of the 2005-2006 General Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2005-2006 General Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows, in part:

Appropriations		
Subsidies	001-630-5220-3700	\$ (561,982)
Bradley Free Clinic	001-630-5220-3721	30,000
League of Older Americans – Meals on Wheels	001-630-5220-3722	30,000
Roanoke Area Ministries	001-630-5220-3723	30,000
Unified Human Services Transportation (RADAR)	001-630-5220-3725	22,000
Bethany Hall	001-630-5220-3728	10,000
Council of Community Services - Information &		
Referral	001-630-5220-3732	13,650
Northwest Child Development Center	001-630-5220-3734	20,000
Roanoke Valley Speech & Hearing Center	001-630-5220-3738	3,500
TRUST - Emergency Shelter & Transitional		
Housing	001-630-5220-3740	10,000
West End Center for Youth	001-630-5220-3745	40,000
Adult Care Center - Adult Day Care	001-630-5220-3746	7,000
Conflict Resolution Center	001-630-5220-3748	6,000
Roanoke Adolescent Health Partnership	001-630-5220-3767	20,000
Roanoke Valley CASA	001-630-5220-3775	3,000
Greenvale School	001-630-5220-3780	11,000
Blue Ridge Independent Living Center	001-630-5220-3781	9,000
Mental Health Association of Roanoke Valley	001-630-5220-3784	2,800
Southwestern VA Second Harvest Food Bank	001-630-5220-3788	15,000
Planned Parenthood of the Blue Ridge	001-630-5220-3795	5,000
St. John's Community Youth Program	001-630-5220-3797	5,000

VA Skyline Girl Scouts Council Presbyterian Community Center - Pathways	001-630-5220-3798	5,000
Program	001-630-5220-3801	2,500
Children's Advocacy Center - Family Support	001-630-5220-3915	7,500
Brain Injury Services of SW Virginia	001-630-5220-3916	2,500
Apple Ridge Farm - Summer Academic Camp &		
Reading Adventure	001-630-5220-3917	10,000
Family Service of Roanoke Valley - ACTION	001-630-5220-3919	15,000
Family Service of Roanoke Valley – Home Care		
Aide	001-630-5220-3920	15,000
Family Service of Roanoke Valley – Family &		
Individual Counseling	001-630-5220-3921	10,000
Family Service of Roanoke Valley - Adults Plus	001-630-5220-3922	14,500
Blue Ridge Legal Services	001-630-5220-3923	6,000
Downtown Music Lab - Partners in Music	001-630-5220-3924	4,000
Big Brothers - Big Sisters - Community		
Based Mentoring	001-630-5220-3925	3,000
Roanoke Valley Interfaith Hospitality Network	001-630-5220-3927	8,000
Salvation Army – Turning Point	001-630-5220-3929	14,000
Salvation Army – Emergency Shelter	001-630-5220-3930	14,000
Child Health Investment Partnership – Helpful		
Opportunities for Parents to Excel	001-630-5220-3931	5,000
Child Health Investment Partnership - Family		
Strengthening Program	001-630-5220-3932	25,000
Child Health Investment Partnership – Care	004 000 5000 0000	05.000
Coordination Program	001-630-5220-3933	25,000
YMCA of Roanoke Valley – Magic Place Child	004 000 5000 0004	0.000
Care Program YMCA of Roanoke Valley - Homework Success &	001-630-5220-3934	9,000
Drop-In Summer Outreach	001-630-5220-3935	10,000
YWCA of Roanoke Valley – Therapeutic Aquatics	001-630-5220-3936	5,000
YWCA of Roanoke Valley – School Age Childcare	001-630-5220-3937	7,000
YWCA of Roanoke Valley – Youth Club	001-630-5220-3938	10,000
YWCA of Roanoke Valley – Resident Program	001-630-5220-3939	3,532
Council of Community Services - Monitoring		
Services	001-630-5220-3940	11,000
Council of Community Services – Non-Profit Resource	001 630 5330 3046	15 000
	001-630-5220-3946 001-630-5220-3947	15,000
Child Health Investment Project – FAMIS TAP – Fatherhood and Families		5,000 7,500
TAE - Fautonious and Families	001-630-5220-3948	7,500

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION concurring in the recommendations of the Human Services Advisory Board ("Board") for allocation of City funds to various nonprofit agencies and performance audits for Fiscal Year 2005-2006; authorizing the City Manager or her designee to execute any required contracts with the qualified agencies for provision of services, and to execute a contract with the Council of Community Services to perform the necessary audits to evaluate the effectiveness and efficiency of all funded programs.

WHEREAS, the Fiscal Year 2005-2006 budget approved by City Council for the Human Services Advisory Board provides for funding in the amount of \$561,982.00;

WHEREAS, in order to obtain an allocation for such funds, it was necessary for agencies to file applications with the Human Services Advisory Board;

WHEREAS, requests for City funding in the total amount of \$1,002,302.00 were received by the Human Services Advisory Board from forty (40) agencies;

WHEREAS, after studying each application and holding allocation meeting hearings, the Board has recommended allocation of funding to certain applicant agencies for Fiscal Year 2005-2006; and

WHEREAS, performance audits are to be conducted for each agency receiving funds through the Committee to evaluate the effectiveness and efficiency of funded programs.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke that:

1. Council concurs in the recommendations of the Human Services Advisory Board as to the allocations for funding of various nonprofit agencies and performance audits for Fiscal Year

2005-2006 as more particularly set forth in the City Manager's letter, dated June 6, 2005, to this Council, and the attachment to that report.

2. The City Manager or her designee is authorized to execute a contract with the qualified agencies for provision of services, and to execute a contract with the Council of Community Services to perform the necessary audits to evaluate the effectiveness and efficiency of all funded programs.

ATTEST:



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com June 6, 2005

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Vice-Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Recommendations of the Roanoke Arts Commission

Background:

The Roanoke Arts Commission Agency Funding Advisory Committee budget in the amount of \$335,512 was established by City Council with the adoption of the General Fund budget for FY 2005-06. This total represents an increase in funding of \$6,580, or 2% for the Committee as recommended to City Council in February 2005. Requests from 18 agencies totaling \$570,747 were received as indicated on Attachment A. Committee members studied each application prior to an allocation meeting held March 21, 2005. Agencies were notified of tentative allocations and advised they could appeal these recommendations. One appeal was filed by the Virginia Museum of Transportation. No changes were recommended by the committee.

Recommended Action:

Transfer \$335,512 as cited on Attachment A from the Roanoke Arts Commission Agency Funding Advisory Committee, account 001-310-5221-3700, to new line items to be established by the Director of Finance within the Roanoke Arts Commission budget.

Respectfully submitted,

Darlene L. Burcham

City Manager

DLB:gr

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
R. Brian Townsend, Acting Director of Economic Development

CM05-00066

2005 - 2006 AGENCY FUNDING ADVISORY COMMITTEE REQUEST & ALLOCATION ROANOKE ARTS COMMISSION

Attachment A

	2003-2004	2004-2005	2004-2005	2005-2006	2005-2006
AGENCY	Recommendation	Request	Recommendation	Request	Recommendation
Arts Council of the Blue Ridge	\$13,165.47	\$15,000.00	\$14,083.00	\$15,000.00	\$14,880.00
Art Museum of Western Virginia	\$16,165.47	\$0.00	\$0.00	\$28,000.00	\$16,800.00
Blue Ridge Zoological Society of VA	\$10,465.47	\$10,500.00	\$10,250.00		\$25,352.00
Downtown Music Lab	\$6,965.47	\$10,000.00	\$6,913.00	\$12,000.00	\$8,850.00
Harrison Museum/African-American					
Culture	\$30,365.47	\$53,000.00	\$26,750.00		\$22,990.00
Julian Stanley Wise Foundation	\$0.00	\$20,000.00	\$3,167.00	Sent to HS	
Mill Mountain Playhouse Co.	\$11,665.47	\$12,500.00	\$11,792.00	\$15,000.00	\$13,830.00
Opera Roanoke	\$7,965.47	\$12,000.00	\$8,167.00	\$12,000.00	\$9,300.00
Roanoke Ballet Theatre	\$5,965.47	\$8,000.00	\$5,583.00	\$8,000.00	\$6,380.00
History Museum & Historical Society					
of Western Virginia	\$9,965.47	\$10,000.00	\$7,755.00	\$10,000.00	\$8,520.00
O. Winston Link Museum		\$5,000.00	\$3,995.00	\$4,000.00	\$4,365.00
Roanoke Symphony Society	\$28,865.47	\$40,000.00	\$27,800.00	\$50,000.00	\$29,500.00
Science Museum of Western VA	\$52,665.47	\$95,000.00	\$53,500.00	\$95,000.00	\$55,340.00
Southwest Virginia Ballet	\$2,615.47	\$5,000.00	\$2,167.00	\$5,000.00	\$2,700.00
Virginia 's Explore Park	\$36,715.47	\$50,000.00	\$35,500.00	\$50,000.00	\$35,385.00
Virginia Museum of Transportation	\$79,965.47	\$100,000.00	\$64,363.00	\$100,000.00	\$55,590.00
Young Audiences of Virginia	\$3,965.42	\$6,000.00	\$4,167.00	\$6,000.00	\$4,665.00
Commonwealth Coach & trolley					
Museum		\$10,000.00	\$1,600.00		
The Dumas Drama Center Guild, Inc		\$2,500.00	\$2,200.00	\$2,500.00	\$2,985.00
Jefferson Center Foundation LTD		\$75,000.00	\$12,583.00	\$75,000.00	\$12,130.00
Monitoring	\$6,000.00	\$6,597.00	\$6,597.00		\$5,950.00
Arts Master Plan		\$28,000.00	\$20,000.00		
TOTAL	\$323,482.00	\$574,097.00	\$328,932.00		\$335,512.00

2005 - 2006 AGENCY FUNDING ADVISORY COMMITTEE REQUEST & ALLOCATION ROANOKE ARTS COMMISSION

Attachment A

	2003-2004	2004-2005	2004-2005	2005-2006	2005-2006
AGENCY	Recommendation	Request	Recommendation	Request	Recommendation
Arts Council of the Blue Ridge	\$13,165.47	\$15,000.00	\$14,083.00	\$15,000.00	\$14,880.00
Art Museum of Western Virginia	\$16,165.47	\$0.00	\$0.00	\$28,000.00	\$16,800.00
Blue Ridge Zoological Society of VA	\$10,465.47	\$10,500.00	\$10,250.00	\$30,500.00	\$25,352.00
Downtown Music Lab	\$6,965.47	\$10,000.00	\$6,913.00	\$12,000.00	\$8,850.00
Harrison Museum/African-American					
Culture	\$30,365.47	\$53,000.00	\$26,750.00	\$46,150.00	\$22,990.00
Julian Stanley Wise Foundation	\$0.00	\$20,000.00	\$3,167.00	Sent to HS	
Mill Mountain Playhouse Co.	\$11,665.47	\$12,500.00	\$11,792.00	\$15,000.00	\$13,830.00
Opera Roanoke	\$7,965.47	\$12,000.00	\$8,167.00	\$12,000.00	\$9,300.00
Roanoke Ballet Theatre	\$5,965.47	\$8,000.00	\$5,583.00	\$8,000.00	\$6,380.00
History Museum & Historical Society					
of Western Virginia	\$9,965.47	\$10,000.00	\$7,755.00	\$10,000.00	\$8,520.00
O. Winston Link Museum		\$5,000.00	\$3,995.00	\$4,000.00	\$4,365.00
Roanoke Symphony Society	\$28,865.47	\$40,000.00	\$27,800.00	\$50,000.00	\$29,500.00
Science Museum of Western VA	\$52,665.47	\$95,000.00	\$53,500.00	\$95,000.00	\$55,340.00
Southwest Virginia Ballet	\$2,615.47	\$5,000.00	\$2,167.00	\$5,000.00	\$2,700.00
Virginia 's Explore Park	\$36,715.47	\$50,000.00	\$35,500.00	\$50,000.00	\$35,385.00
Virginia Museum of Transportation	\$79,965.47	\$100,000.00	\$64,363.00	\$100,000.00	\$55,590.00
Young Audiences of Virginia	\$3,965.42	\$6,000.00	\$4,167.00	\$6,000.00	\$4,665.00
Commonwealth Coach & trolley					
Museum		\$10,000.00	\$1,600.00		
The Dumas Drama Center Guild, Inc		\$2,500.00	\$2,200.00	\$2,500.00	\$2,985.00
Jefferson Center Foundation LTD		\$75,000.00	\$12,583.00	\$75,000.00	\$12,130.00
Monitoring	\$6,000.00	\$6,597.00	\$6,597.00	\$6,597.00	\$5,950.00
Arts Master Plan		\$28,000.00	\$20,000.00		
TOTAL	\$323,482.00	\$574,097.00	\$328,932.00	\$570,747.00	\$335,512.00



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to transfer funding to specific Art Commission agencies, amending and reordaining certain sections of the 2005-2006 General Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2005-2006 General Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Virginia Museum of Transportation	001-310-5221-3714	\$ 55,590
Roanoke Symphony Society	001-310-5221-3736	29,500
Mill Mountain Theatre	001-310-5221-3749	13,830
Explore Park	001-310-5221-3758	35,385
Opera Roanoke	001-310-5221-3762	9,300
Science Museum of Western Virginia	001-310-5221-3774	55,340
Roanoke Valley History Museum	001-310-5221-3776	8,520
Roanoke Ballet Theatre	001-310-5221-3779	6,380
Southwest Virginia Ballet	001-310-5221-3794	2,700
Young Audiences of Virginia	001-310-5221-3802	4,665
Arts Council of the Blue Ridge	001-310-5221-3909	14,880
Art Museum of Western Virginia	001-310-5221-3910	16,800
Blue Ridge Zoological Society	001-310-5221-3911	25,352
Downtown Music Lab	001-310-5221-3912	8,850
Harrison Museum/African American Culture	001-310-5221-9313	22,990
Monitoring	001-310-5221-3914	5,950
O. Winston Link Museum	001-310-5221-3941	4,365
The Dumas Drama Guild, Inc.	001-310-5221-3943	2,985
Jefferson Center Foundation LTD	001-310-5221-3944	12,130
Subsidies	001-310-5221-3700	(335,512)

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of Council:

Subject: Amendment No. 7 - Roanoke

Civic Center Expansion and Renovation Project - Phase II Improvements Contracts

Rosser International, Inc. was selected to perform design services for the proposed expansion of the Civic Center facilities. The Phase II expansion will provide for a new exhibit hall, truck marshalling area and other associated improvements to the existing facility.

The original agreement with Rosser in the amount of \$815,000, has been amended six times, bringing the current total contract amount to \$1,008,515.36. The initial agreement with Rosser provided only design services and did not include bidding and construction phase services. The proposed Amendment No. 7 will provide for the services needed to support construction activities, provide for special inspections and reports required by the building code, and miscellaneous design services. City staff has negotiated an agreement with Rosser to provide these services for a fee of \$322,806. The total consultant fees for the project are appropriate for the value of the construction contract for the project. Since this amount exceeds twenty-five percent of the original contract amount, approval from City Council is needed.

Funds are available in the Civic Center Expansion/Renovation Phase II account (005-550-8616) for this contract amendment.

Recommendation:

Authorize the City Manager to execute Amendment No. 7 in the amount of \$322,806 with Rosser International, Inc., for the above additional work.

Sincerely.

Darlene L. Burcham

City Manager

Honorable Mayor and Members of Council June 6, 2005 Page 2 of 2

c: Mary F. Parker, City Clerk William M. Hackworth, City Attorney Jesse A. Hall, Director of Finance George C. Snead, Jr., Assistant City Manager for Operations Philip C. Schirmer, City Engineer

CM05-00067

97.T.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the City Manager's issuance and execution of Amendment No.

7 to the City's contract with Rosser International, Inc., for additional professional services during the

construction phase of the Roanoke Civic Center Expansion and Renovation Project – Phase II

Improvements.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City Manager is hereby authorized, for and on behalf of the City, to issue and

execute Amendment No.7 to the City's contract with Rosser International, Inc., for additional

professional services during the construction phase of the above Project, as more fully set forth in the

City Manager's letter to Council dated June 6, 2005.

2. The form of the Amendment shall be approved by the City Attorney.

3. Such Amendment No. 7 will provide authorization for additions to the work, with an

increase in the amount of the contract of an additional \$322,806.00 for such additional professional

services as set forth in the above letter.

ATTEST:



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject:

Acceptance of Re-Allocated Funds from the Comp Board

CO05-0002

I concur with the recommendation from Donald S. Caldwell, Commonwealth Attorney, for the City of Roanoke, with respect to the subject reference above and recommend that City Council accept funding from the Compensation Board Technology Trust Fund.

Sincerely,

Darlene L. Burcham City Manager

DLB:sm

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance

COMMONWEALTH OF VIRGINIA

.

DONALD S. CALDWELL COMMONWEALTH'S ATTORNEY

AREA CODE 540 TEL. No. 853-2626 FAX 853-1201

CITY OF ROANOKE

OFFICE OF THE COMMONWEALTH'S ATTORNEY 315 CHURCH AVENUE ROANOKE, VIRGINIA 24016

June 6, 2005

The Honorable C. Nelson Harris, Mayor
The Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
The Honorable M. Rupert Cutler, Council Member
The Honorable Alfred T. Dowe, Jr., Council Member
The Honorable Sherman P. Lea, Council Member
The Honorable Brenda L. McDaniel, Council Member
The Honorable Brian J. Wishneff, Council Member

Subject:

ACCEPTANCE OF RE-ALLOCATED FUNDS FROM THE COMP BOARD

Dear Mayor Harris and Members of City Council:

The Compensation Board has made available funds to be allocated toward contractual obligations for certain Commonwealth's Attorneys who have indicated funds were needed. The Compensation Board approved my request for four (4) desktop computers, eight (8) laptop computers, ten (10) printers, one (1) shredder, one (1) copier, and one (1) fax machine and allocated funding in the amount of \$26,818 toward the purchase of this specific equipment. A local match of \$3,782 will be required for a grand total of \$30,600. The local match will be provided from the Forfeited Criminal Assets account.

The acceptance of these funds appears to make sound financial sense for both the Office of the Commonwealth's Attorney and the City.

Recommended Action:

Accept funding from the Compensation Board in the amount of \$26,818 from funds re-appropriated by the Governor for equipment for the Office of the Commonwealth's Attorney.

Mayor Harris and Members of City Council June 6, 2005 Page 2 of 2

Adopt the accompanying budget ordinance to establish a revenue estimate in the amount of \$26,818, transfer \$3,732 from the Forfeited Criminal Assets account (035-150-5140-2030) and appropriate funding totaling \$30,600 to expenditure accounts to be established in the Grant Fund by Director of Finance.

Respectfully submitted

Donald S. Caldwell

Commonwealth's Attorney

DSC:sem

Mary F. Parker, City Clerk William M. Hackworth, City Attorney Jesse A. Hall, Director of Finance Darlene L. Burcham, City Manager Sherman Stovall, Director of Management and Budget

CO05-00002

KHS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Compensation Board for equipment replacement for the Commonwealth's Attorney, amending and reordaining certain sections of the 2004-2005 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2004-2005 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations

Expendable Equipment 035-150-5141-2035 30,600 Administrative Supplies 035-150-5140-2030 (3,782)

Revenues

Comp Board Equipment Replacement 035-150-5141-5241 26,818

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Revise Revenue Estimates For Street Maintenance

Background:

During the creation of the Western Virginia Water Authority (WVWA) the City of Roanoke agreed to assist the WVWA with the repair of utility cuts by including the repair of these cuts as part of the City's annual paving contract. The WVWA agreed to reimburse the City for all costs associated with this work. This assistance provided the WVWA with additional time to properly plan, solicit, and contract these services themselves. The WVWA now holds contracts for this work and will contract these repairs without the assistance of the City in the future. The WVWA will be issuing a payment to the City in the amount of \$273,380.35 for reimbursement of the utility cut repair work performed under the City's recently completed paving program. The adopted revenue estimate for these services was \$87,000; therefore, this will result in revenue of \$186,380 above the original estimate.

Additionally, the current revenue estimate for state funding of street maintenance is \$9,726,000; however, state adjustments in street maintenance payments resulted in an increase of \$109,000, bringing the revised estimate to \$9,835,000.

Honorable Mayor and Members of City Council June 6, 2005 Page 2

Recommended Action(s):

Adopt the accompanying budget ordinance to increase the revenue estimates for street maintenance by \$295,380 in response to an \$186,380 increase in revenue from the WVWA, and a \$109,000 increase in revenue from the state for street maintenance. Appropriate these funds to the Transportation Division's Street Paving account 001-530-4120-2010.

Respectfully submitted,

Darlene L. Burcham

City Manager

DLB:ge

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Sherman M. Stovall, Director of Management and Budget

CM05-00069



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding for Street Paving, amending and reordaining certain sections of the 2004-2005 General Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2004-2005 General Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Fees for Professional Services	001-530-4120-2010	295,380
Revenues		
Street Maintenance (Commonwealth)	001-110-1234-0650	109,000
Street Maintenance Billings	001-110-1234-0876	(87,000)
Billings to WVWA - Paving	001-110-1234-1514	273,380

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:



Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Revenue Adjustment For Outreach Detention/ Electronic Monitor Program

Background:

The City of Roanoke Outreach Detention/Electronic Monitoring Program provides court-ordered, pre-dispositional, intensive supervision of juveniles living within the community. Program services are provided to juveniles who reside in the City of Roanoke and other jurisdictions such as: Roanoke County, Botetourt, Salem, Craig County, and Alleghany County. Each outside jurisdiction pays for the services provided. The FY 2004-05 revenue estimate for Outreach Detention/Electronic Monitoring Services is \$35,000. It is anticipated that actual revenue will exceed the estimate in the amount of \$16,000.

Considerations:

In accordance with state mandates, all program revenue must be used for services that are specifically outlined in the board approved VJCCCA plan. The excess revenue must be appropriated for program activities.

Honorable Mayor Harris and Members of City Council June 6, 2005 Page 2

Recommended Action:

Adopt the accompanying budget ordinance which will increase the General Fund revenue estimate by \$16,000 in account 001-110-1234-1310. Appropriate funding in the amount of \$16,000 to the following accounts:

001-631-3330-1004	Temporary Wages	\$ 7	1,800
001-631-3330-2021	Cell Phone	\$	2,135
001-631-3330-2030	Administrative Supplies	\$	1,265
001-631-3330-2066	Program Activities	\$	500
001-631-3330-2111	Drug Tests	\$	300

Respectfully submitted,

Darlene L. Burgham

City Manager

DLB:gmb

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Rolanda Russell, Assistant City Manager
Jane Conlin, Director of Social/Human Services
James M. O'Hare, Youth Care Administrator

CM05-00070



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding for the Outreach Detention/Electronic Monitoring Program, amending and reordaining certain sections of the 2004-2005 General Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2004-2005 General Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Temporary Employee Wages	001-631-3330-1004	11,800
Telephone-Cellular	001-631-3330-2021	2,135
Administrative Supplies	001-631-3330-2030	1,265
Program Activities	001-631-3330-2066	500
Drug Testing	001-631-3330-2111	300
Revenues		
Housing Juveniles-Outreach	001-110-1234-1310	16,000

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:



CITY OF ROANOKEOFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice-Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Peformance Agreement with FreightCar Roanoke, Inc. and request for Governor's Opportunity Funds in the amount of \$200,000

Background:

Johnstown America Corporation previously announced the establishment of operations in the former Norfolk Southern East End Shops in the City of Roanoke to produce railroad freight cars. Subsequent to such announcement, FreightCar Roanoke, Inc., was created to conduct the Roanoke operations. FreightCar Roanoke, Inc., is an affiliate company of Johnstown America Corporation.

As a condition of this expansion, the City, on behalf of Johnstown America Corporation, requested a Governor's Opportunity Fund (GOF) grant of \$200,000. The Commonwealth of Virginia has awarded the \$200,000 GOF grant based on the City contributing an equal amount as match. The City's local match requirement will be an appropriation of \$200,000 to the Industrial Development Authority of the City of Roanoke, Virginia (IDA). The IDA will grant to FreightCar Roanoke, Inc. the GOF monies and \$135,000 of City match to assist with improvements and equipment, plus up to \$65,000 of City match in job training grants, (\$1,000 per city resident hired to work at a permanent, full-time position). FreightCar Roanoke, Inc. will create at least 400 jobs while investing at least \$5,545,000 in improvements and equipment by

Honorable Mayor and Members of City Council Page 3 June 6, 2005

April 30, 2008. These conditions have been agreed to and are delineated in the attached Performance Agreement (Attachment A). The Performance Agreement for FreightCar Roanoke, Inc. requires pay back of the GOF monies and part of the City's match if FreightCar does not complete its obligations.

Funding for the \$200,000 match from the City is available in the Economic and Community Development Reserve in the Capital Projects Fund.

Recommended Action:

Authorize the City Manager to enter into a Performance Agreement with FreightCar Roanoke, Inc. and the Industrial Development Authority of the City of Roanoke, Virginia, in a form substantially similar to the one attached, with the form of such Performance Agreement to be approved by the City Attorney.

Authorize the City Manager to take such actions and execute such documents as necessary to implement and administer the Performance Agreement, including a request for, and the acceptance of, the GOF monies mentioned above.

Adopt the accompanying budget ordinance to establish a revenue estimate of \$200,000 in the Capital Projects Fund for funding from the GOF, appropriate \$200,000 in matching funds from the City's Economic and Community Development Reserve, and appropriate a total of \$400,000 to an expenditure account to be established by the Director of Finance in the Capital Projects Fund entitled "FreightCar Roanoke Development Project".

Respectfully submitted,

Darlene L. Burdham City Manager

DLB:lb

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
R. Brian Townsend, Acting Director of Economic Development
Sherman M. Stovall, Director of Management and Budget
Harwell (Sam) M. Darby, Jr., Attorney, IDA
Eugene C. Wyss, Area Manager, FreightCar Roanoke, Inc.

CM05-00072

Revised 5/20/05

PERFORMANCE AGREEMENT

This Performance Agreement (Agreement) is dated May 1, 2005, by and among the City of Roanoke, Virginia, a municipal corporation organized and existing under the laws of the Commonwealth of Virginia (City), the Industrial Development Authority of the City of Roanoke, Virginia, an industrial development authority organized and existing under the laws of the Commonwealth of Virginia (IDA or Authority), and FreightCar Roanoke, Inc., a Delaware corporation authorized to do business in Virginia (FCR).

WITNESSETH:

WHEREAS, Johnstown America Corporation (JAC) previously announced the establishment of operations in the City in the former Norfolk Southern East End Shops for production of railroad freight cars;

WHEREAS, subsequent to such announcement, FCR, a newly created affiliate of JAC, was created to conduct the Roanoke operations;

WHEREAS, the City has determined that it will make an appropriation or donation of money to the IDA for the purposes of promoting economic development within the City and the Roanoke Valley;

WHEREAS, the IDA, based on the application and undertakings of FCR and/or any of its affiliates, including JAC and FreightCar America, Inc. (individually, a FreightCar Entity and collectively, FreightCar Entities) has determined to make certain grants to FCR to promote economic development in the City and the Roanoke Valley;

WHEREAS, the City has received notice from the Governor's Opportunity Fund (GOF) through the Virginia Economic Development Partnership that the City will receive a grant of \$200,000.00 from the GOF to be used for the FCR project hereinafter described;

WHEREAS, FCR has made certain representations as to its commitment to economic development which will be made in consideration of the commitment of the IDA to make the grants to FCR;

WHEREAS, a FreightCar Entity has leased certain real and personal property located in the Norfolk Southern East End Shops which is located within the City of Roanoke in order to expand FCR's ability to produce railroad freight cars (Facility);

WHEREAS, FCR and/or the other FreightCar Entities will collectively spend at least \$5,545,000.00 in tenant renovations and/or improvements to the Facility and/or for machinery and equipment for use in the Facility in order to accommodate the needed uses of the Facility for FCR (Project);

WHEREAS, FCR will create and provide at least 400 new permanent full-time job positions at the Facility on or before April 30, 2008;

WHEREAS the City has agreed to make an appropriation to the IDA of up to \$65,000.00 for Job Grants, which the IDA may make available through grants to FCR under the terms set forth in this Agreement;

WHEREAS, the City has agreed to provide \$135,000.00, in addition to the money for the Job Grants, to the IDA in order for the IDA to make an economic development grant to FCR to assist in development of the Project;

WHEREAS, the City and the IDA wish to encourage FCR to undertake and complete the Project;

WHEREAS, FCR and/or the other FreightCar Entities have made commitments to make significant new capital investments and job additions in the City of Roanoke as set forth in this Agreement in return for receiving the economic development grants from the IDA;

WHEREAS, the City is willing to provide the GOF monies the City receives to the IDA to provide to FCR provided that FCR meets certain criteria relating to the capital investment and employment projections set forth in this Agreement; and

WHEREAS, the IDA and the City are required to return all or a portion of the GOF monies so received to the Commonwealth of Virginia if the performance criteria for FCR set forth herein are not met.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follows:

SECTION 1. APPROPRIATION AMOUNT.

- A. Subject to the terms of this Agreement, the City will appropriate and pay an amount up to \$200,000.00 that the City receives from the GOF to the IDA for the purposes of promoting economic development in the City and the Roanoke Valley in order to fund the economic development grant that the IDA intends to make to FCR. However, the City's obligations to pay or provide such funds under this Agreement are limited to those funds which are provided hereunder from the GOF and received by the City.
- B. Subject to the terms of this Agreement, the City will appropriate and pay an additional amount up to, but not to exceed, a total of \$200,000.00 (this amount is in addition to the GOF monies set forth in A above) to the IDA for the purposes of promoting economic development in the City and the Roanoke Valley in order to fund the economic development grants the IDA intends to make to FCR as set forth in this Agreement, which amount includes up to \$65,000.00 for the Job Grants provided for in this Agreement.

SECTION 2. IDA ECONOMIC DEVELOPMENT GRANTS.

- A. The IDA will make an economic development grant to FCR of up to \$200,000.00 to be used by FCR for the eligible tenant renovations or improvements for the Facility for investments starting on December 20, 2004, and made on or before April 30, 2008, provided that FCR complies with the terms and provisions of this Agreement. Eligible tenant improvements shall be deemed to be those improvements reasonably necessary for FCR to operate the Facility to produce railroad freight cars and which are permitted or allowed by the GOF guidelines. The IDA's obligations to pay or provide funds as provided in this Agreement shall extend to June 30, 2008, unless extended pursuant to agreement of the parties. The IDA's obligations hereunder are not general obligations of the IDA, but are special obligations of the IDA limited to those funds which are provided hereunder by the City and received by the IDA.
- B. The IDA will make additional economic development grants to FCR as follows: (1) an amount up to \$135,000.00 in order to provide assistance for the Project; and (2) an amount up to \$65,000.00 for Job Grants as provided for in this Agreement, all in accordance with the terms of this Agreement. The IDA's obligations hereunder are not general obligations of the IDA, but are special obligations of the IDA limited to those funds which are provided hereunder by the City and received by the IDA.

SECTION 3. FCR'S OBLIGATIONS.

FCR agrees and promises that in order to qualify to receive and retain the economic development grants from the IDA, FCR will do the following:

- A. FCR will spend at least \$5,545,000.00 (which shall not include any of the grant funds provided for in this Agreement), starting on December 20, 2004, for eligible tenant renovations or improvements to the Facility and/or on eligible equipment only to be installed in and/or used only at the Facility within the City of Roanoke for the Project and that such expenditures will occur on or before April 30, 2008. For purposes of this Agreement and satisfaction of FCR's investment obligations hereunder, any expenditures for eligible tenant renovations or improvements to the Facility and/or on eligible equipment to be installed in and/or used at the Facility shall include any expenditures made for such purposes by FCR or any other FreightCar Entity.
- B. FCR will provide documentation on or before May 31, 2008, to the IDA and the City to document the FreightCar Entities' annual expenditures for such eligible items. Eligible renovations, improvements, equipment or costs shall mean and include reasonable and necessary renovations, improvements, and/or equipment (including machinery) needed for the

Facility and for the activities and operations of FCR at the Facility within the usual course of its business that are subject to the City's Machinery and Tool Tax and/or Personal or Real Property Tax.

- C. FCR will create and/or provide a minimum of 400 new (meaning new to the State of Virginia) permanently staffed and filled full-time job positions (job positions) at the Facility on or before April 30, 2008. For clarification purposes, such obligation is satisfied at such point in time on or before April 30, 2008 as FCR has created and filled such 400 job positions.
- D. FCR agrees to obtain all appropriate business licenses and/or other licenses or permits required to operate within the City of Roanoke and to pay all appropriate taxes, levies, or charges as may be required by any applicable federal, state, or local laws, ordinances, or regulations, including but not limited to the City's Machinery and Tool Tax. FCR agrees to pay all such items in a current and a timely manner.

SECTION 4. PERFORMANCE.

FCR agrees that it must perform all of the obligations as set forth in this Agreement within the periods of time set forth in this Agreement in order to qualify for the economic development grants and/or to maintain such grants and not have to repay any of the grant funds. If FCR fails to comply with any of the obligations set forth in this Agreement, FCR agrees to repay the grant funds in accordance with the provisions of Section 7 of this Agreement.

SECTION 5. PAYMENT OF IDA'S FEES.

FCR promises and agrees that it will pay all reasonable fees, costs, and expenses of the IDA in connection with this matter, including any action necessary to collect reimbursement hereunder or litigation of any type, all of which includes the reasonable fees of the IDA's counsel.

SECTION 6. DISTRIBUTION OF GRANT FUNDS.

A. The IDA will make an economic development grant of up to \$200,000.00 of GOF monies the IDA receives from the City to FCR based upon a written grant request submitted by FCR to the IDA, which request may be made by FCR at any time. Provided, however, such request by FCR must be made to the IDA on or before April 30, 2008, and no request made after that date will be granted, unless such time is extended by agreement of the parties. The IDA will make the grant funds available to FCR for eligible tenant improvements that FCR and/or the other FreightCar Entities have actually spent or will spend by April 30, 2008, for renovation of or improvements to the Facility. FCR must provide on or before May 31, 2008, sufficient documentation to the IDA and the City that FCR has

expended the entire \$200,000.00 on tenant renovations and improvements referred to in this Agreement within the time period referred to herein. The written grant request(s) from FCR to the IDA for the grant funds will be in a form approved by the IDA's counsel and shall contain sufficient information to allow the IDA to establish the amount that FCR and/or the other FreightCar Entities have expended or intend to spend for the eligible tenant improvements in connection with the renovation or improvement of the Facility. The IDA may disapprove any request that does not comply with the requirements of this Agreement or require that a revised request be submitted. After the IDA approves a request, the IDA will make a written request to the City for the distribution to the IDA of that portion of the City's appropriation of GOF funds. The IDA will make any approved payments to FCR within the later of (i) 14 working days from approval of the request or (ii) 5 working days from the date of receipt of the funds from the City; provided, however, that the IDA has no liability in the event the City delays processing the IDA's requisition. FCR will further provide both the IDA and the City with a final report of FCR's compliance with all of its obligations under this Agreement, such report to be made no later than May 31, 2008.

- B. The IDA will make economic development grants of up to \$135,000.00 of monies it receives from the City to FCR upon a written grant request submitted by FCR to the IDA, which request may be made by FCR at any time. Provided, however, such request by FCR must be made to the IDA before April 30, 2008, and no request made after that date will be granted, unless such time is extended by agreement of the parties. The IDA will make the grant funds available to FCR for eligible tenant improvements and/or for eligible equipment for the Facility. FCR must provide on or before May 31, 2008, sufficient documentation to the IDA and the City that FCR has expended the entire \$135,000.00 on those items referred to in this Agreement within the time period referred to herein. The written grant request(s) from FCR to the IDA for the grant funds will be in a form approved by the IDA's counsel and shall contain sufficient information to allow the IDA to establish the amount that FCR has expended or intends to expend for such eligible items. The IDA may disapprove any request that does not comply with the requirements of this Agreement or require that a revised request be submitted. After the IDA approves a request, the IDA will make a written request to the City for the distribution to the IDA of the City's appropriation to the IDA. The IDA will make any approved payments to FCR within the later of (i) 14 working days from approval of the request or (ii) 5 working days from the date of receipt of the funds from the City; provided, however, that the IDA has no liability in the event the City delays processing the IDA's requisition. FCR will further provide both the IDA and the City with a final report of FCR's compliance with all of its obligations under this Agreement, such report to be made no later than May 31, 2008.
- C. The City will appropriate an amount up to a total of \$65,000.00, as previously referred to in this Agreement, to the IDA for the purposes of promoting economic

development in the City in order to fund the Job Grants the IDA may make to FCR's compliance with the terms of this Agreement is a condition precedent for any Job Grants. For each permanent City resident hired for one of the new, permanently staffed, full-time job positions referred to in Section 3 of this Agreement who is employed with FCR at the Facility at the time of the FCR grant request to the IDA, FCR may request from the IDA a Job Grant in the amount of \$1,000.00, provided the total of all such Job Grants shall not exceed a total of \$65,000.00. Provided further that any requests for such Job Grants must be made to the IDA as follows: a Job Grant request to the IDA may be made only when FCR has hired twenty (20) or more such City residents who are working at the Facility at the time of such grant request, or for additional increments of twenty (20) or more of such hirees or on April 30, 2006, April 30, 2007, or April 30, 2008, whichever occurs first. For purposes of clarification, FCR may submit a Job Grant request to the IDA on April 30, 2006, April 30, 2007, or April 30, 2008, for an increment of less than 20 of such hirees. All such Job Grant requests must be for separate, permanent City residents and no individual may be duplicated in any of the requests. Any requests for Job Grants after such period of time will not be considered. FCR must furnish sufficient documentation to the IDA and the City to support any requests for Job Grants and the request procedures referred to above will be followed. Furthermore, the term "permanent City resident" shall mean a person who resides in the City at a permanent City address according to such person's personnel record. For the purpose of this Section 6(C), a permanent City resident hired prior to the date of this Agreement may be included in such grant request if they meet the other requirements herein.

SECTION 7. REPAYMENT OF GRANT FUNDS.

- A. FCR agrees that to qualify for the economic development grants and to retain the grant funds it must meet and comply with the obligations it has undertaken in this Agreement. For purposes of this Agreement, the economic development funds from the IDA to FCR shall be deemed to be allocated as follows:
 - 1. \$100,000.00 (or 50%) of the GOF provided monies are allocated to FCR's investment obligations of \$5,545,000.00 as set forth in this Agreement.
 - 2. \$135,000.00 (or 100%) of the City provided monies referred to in Section 6(B) are allocated to FCR's investment obligations of \$5,545,000.00, as set forth in this Agreement.
 - 3. \$100,000.00 (or 50%) of the GOF provided monies are allocated to FCR's job creation obligations of 400 jobs as set forth in this Agreement.
- B. If FCR fails to perform either of the investment or job creation obligations as set forth in this Agreement, on or before April 30, 2008, FCR will repay to the IDA and the City the amounts set forth below, including an "Investment Reimbursement Amount" and/or "Job Creation Reimbursement Amount" as set forth herein.

- 1. Since the Code of Virginia, Section 2.2-115, provides for a minimum capital investment of \$5,000,000.00 for this project, the entire amount of GOF provided grant funds (\$200,000.00) must be paid by FCR back to the IDA and City for repayment to the GOF should the FCR required investment fall below that threshold. Should FCR invest at least \$5,000,000.00 as required by this Agreement, the GOF will consider that FCR has made the required investment obligation as to the GOF and no repayment of the GOF provided monies (\$100,000.00) for the investment obligation of FCR will be due, except as set forth in Section 7 (E) below.
- 2. The Investment Reimbursement Amount for City provided monies shall be an amount equal to the same percentage of the economic development funds actually received by FCR as the percentage of the amount of actual investment made by FCR is less than FCR's promised investment of \$5,545,000.00 as provided for in this Agreement. Such Investment Reimbursement Amount shall be paid for City provided monies and a like amount shall also be paid for GOF matching funds as set forth in Section 7 (E) below.
- 3. Provided FCR invests at least \$5,000,000.00 as required by this Agreement, then this Job Creation Reimbursement Amount provision will apply. Otherwise, the entire \$100,000.00 of GOF provided monies must be paid by FCR back to the IDA and City as set forth above. The Job Creation Reimbursement Amount shall be an amount equal to the same percentage of the economic development funds actually received by FCR as the percentage of the amount of actual full-time permanent jobs created or provided by FCR is less than the promised job creation of 400 jobs as provided for in Section 3 of this Agreement. Such Job Creation Reimbursement Amount shall be paid for GOF provided monies.
- C. By way of example only, if FCR received the full amount of grant funds of \$200,000.00 from GOF provided monies, and \$135,000.00 from City provided monies, but FCR only made a \$4,436,000.00 investment and created only 300 permanent full-time jobs within the time period required by this Agreement, FCR would owe the following amounts to the IDA and City. Such amounts would be determined as follows:
 - 1. As to the GOF provided monies, which total \$200,000.00, FCR would have failed to meet the required minimum investment of \$5,000,000.00 as set forth above, so FCR would owe the entire \$200,000.00 GOF provided monies back plus interest to the IDA and City.
 - 2. As to the City provided monies, \$4,436,000.00 is \$1,109,000.00 or twenty percent (20%) less than the promised investment of \$5,545,000.00. Therefore, FCR would owe twenty percent (20%) of the \$135,000.00 City

provided funds (\$27,000.00), for a total of \$27,000.00 plus interest to the IDA and City.

- 3. In this example, FCR would owe a total of \$227,000.00 (\$200,000.00 + \$27,000.00) plus interest to the IDA and City.
- D. By way of further example only, if FCR received the full amount of grant funds of \$200,000.00 from GOF provided monies, and \$135,000.00 from City provided monies, but FCR only made a \$5,101,400.00 investment and created only 300 permanent full-time jobs (which included the 65 jobs for City residents) within the time period required by this Agreement, FCR would owe the following amounts to the IDA and City. Such amounts would be determined as follows:
- 1. As to the GOF provided monies, since the required minimum \$5,000,000.00 investment was made by FCR, the GOF would consider the investment obligation of FCR to the GOF met and no repayment amount of GOF monies would be due from FCR.
 - 2. As to the City provided monies, \$5,101,400.00 is \$443,600.00 or eight percent (8%) less than the promised investment of \$5,545,000.00. Therefore, FCR would owe eight percent (8%) of the \$135,000.00 City provided monies (\$10,800.00) for a total of \$10,800.00 plus interest to the IDA and City.
 - 3. Although the required minimum investment of \$5,000.000.00 would have been met by FCR as to GOF provided monies, FCR would have failed to meet the job creation requirement. Therefore, 300 jobs is 100 or twenty-five percent (25%) less than the promised 400 jobs. FCR would owe twenty-five percent (25%) of the \$100,000.00 GOF job creation provided monies (\$25,000.00) plus interest to the IDA and City.
 - 4. In this example, FCR would owe a total of \$35,800.00 (\$10,800.00 + \$25,000.00) plus interest to the IDA and City.
 - E. Futhermore, notwithstanding anything else in this Agreement, if FCR fails to obtain the full amount of \$65,000.00 in Job Grant funds and/or FCR has to pay back any City provided monies to the IDA and the City, as provided for in this Agreement, FCR will pay back to the IDA an amount equal to the amount of any shortfall from such Job Grant funds and/or any payback amount of the City provided monies. Such payback is required since the GOF requires a matching amount from the City and a shortfall would reduce the City's matching fund contribution. Any such payback amount will be deducted in an equal amount from the allocations of the GOF monies referred to above. By way of example only, if FCR only obtains \$63,000.00 in Job Grant funds, the FCR would pay back \$2,000.00 to the IDA and \$1,000.00 would be deducted from both of the

\$100,000.00 allocations of GOF monies. By way of another example only, if FCR received the full amount of grant funds of \$200,000.00 from GOF provided monies, and \$135,000 from City provided monies, but FCR only made a \$5,101,400.00 investment and created 395 permanent full-time jobs (which included the 65 jobs for City residents) within the time period required by this Agreement, FCR would owe the following amounts to the IDA and City. Such amounts would be determined as follows:

- a. As to the GOF provided monies, since the required minimum \$5,000,000.00 investment was made by FCR, the GOF would consider the investment obligation of FCR to the GOF met and no repayment of GOF monies would be due from FCR, except as set forth below.
- b. As to the City provided monies, \$5,101,400.00 is \$443,600.00 or eight percent (8%) less than the promised investment of \$5,545,000.00. Therefore, FCR would owe eight percent (8%) of the \$135,000.00 City provided monies (\$10,800) for a total of \$10,800.00 plus interest to the IDA and City.
- c. Although the required minimum investment of \$5,000,000.00 would have been met by FCR as to GOF provided monies, FCR would have failed to meet the job creation requirement. Therefore, 395 jobs is 5 or one and one quarter percent less than the promised 400 jobs. FCR would owe one and one quarter percent (1.25%) of the \$100,000.00 GOF job creation provided monies (\$1,250.00) plus interest to the IDA and City.
- d. In this example, FCR would owe a total of \$21,600.00 (consisting of \$10,800.00 payback of City monies, \$1,250.00 payback of GOF monies, and \$9,550.00 payback for matching GOF monies) plus interest to the IDA and City.
- F. For purposes of clarification, FCR's repayment, if any, to the IDA of City provided monies in accordance with this Section 7 shall also require repayment of a like amount of GOF provided monies because the GOF can only provide funds on a matching basis..
- G. Any repayment of funds mentioned in this Agreement will be made by FCR to the IDA within thirty (30) days after FCR receives a written request for such funds from the IDA and/or the City and will bear interest at the prime rate per year from the date such funds were received by FCR.

SECTION 8. RETURN OF GRANT FUNDS TO THE CITY.

Should FCR be required to pay back any of the funds to the IDA for failure to comply with the requirements of this Agreement, the IDA agrees to return such funds to the City within 5 business days of the IDA's receipt of such funds. Should FCR not require or be entitled to the entire amount of the grant funds referred to in this Agreement, FCR will not request the balance of such funds from the IDA and the IDA will not request such

funds from the City. Any GOF funds that are returned by the IDA to the City will be returned by the City to the GOF.

SECTION 9. REPORTS TO THE CITY.

FCR agrees to report to and provide the IDA and the City on or before May 31, 2008, a final report with sufficient information related to FCR's compliance with the conditions of this Performance Agreement and to provide appropriate documentation to support such compliance. FCR also agrees to allow the IDA, the City, and/or their representative to inspect, audit, copy, or examine any books, documents, or other relevant material in connection therewith upon written request by the IDA or the City. All such documents, information, or access shall be provided or made available, at no cost to the IDA or City, within thirty (30) days of a written request from either the IDA or the City.

SECTION 10. INDEMNITY.

FCR agrees to indemnify and hold harmless the IDA, the City, and their officers, directors, and employees free and harmless for and from any and all claims, causes of action, damages or any liability of any type, including reasonable attorney's fees, on account of any claims by or any injury or damage to any persons or property growing out of or directly or indirectly resulting or arising in any way out of any actions, omissions, or activities of FCR or its agents, employees or representatives arising out of or connected in any way to any of the matters involved in this Agreement or its performance.

SECTION 11. COMPLIANCE WITH LAWS.

FCR agrees to comply with all applicable federal, state, and local laws and regulations.

SECTION 12. COOPERATION.

Each party agrees to cooperate with the other in executing any documents necessary to carry out the intent and purpose of this Agreement.

SECTION 13. SEVERABILITY.

If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law.

SECTION 14. AUTHORITY TO SIGN.

The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their representative capacities as indicated.

SECTION 15. COUNTERPART COPIES.

This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 16. SUCCESSORS.

The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 17. NONDISCRIMINATION.

- A. During the performance of this Agreement, FCR agrees as follows:
 - i. FCR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of FCR. FCR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. FCR in all solicitations or advertisements for employees placed by or on behalf of FCR will state that FCR is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. FCR will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 18. DRUG-FREE WORKPLACE.

A. During the performance of this Agreement, FCR agrees to (i) provide a drug-free workplace for FCR employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of FCR that FCR maintains a drug-free workplace; and (iv) include the

- provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract or Agreement.

SECTION 19. ASSIGNMENT.

FCR agrees not to assign or transfer any part of this Agreement without the prior written consent of the IDA and the City, and any such assignment will not relieve FCR from any of its obligations under this Agreement.

SECTION 20. FORUM SELECTION AND CHOICE OF LAW.

By virtue of entering into this Agreement, FCR agrees and submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia and further agrees that this Agreement is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall be decided only by such court according to the laws of the Commonwealth of Virginia.

SECTION 21. NONWAIVER.

Each party agrees that any party's waiver or failure to enforce or require performance of any term or condition of this Agreement or any party's waiver of any particular breach of this Agreement by any other party extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Agreement or a waiver of any other breaches of the Agreement by any party and does not bar the nondefaulting party from requiring the defaulting party to comply with all the terms and conditions of this Agreement and does not bar the nondefaulting party from asserting any and all rights and/or remedies it has or might have against the defaulting party under this Agreement or by law.

SECTION 22. CAPTIONS AND HEADINGS.

The section captions and headings are for convenience and reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 23. NOTICE.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified

mail, return receipt requested or by a nationally recognized overnight courier, addressed as follows (or any other address or facsimile number that the party to be notified may have designated to the sender by like notice) or if sent by facsimile to the facsimile number set forth below:

If to City, to:

City of Roanoke

City Manager

364 Noel C. Taylor Municipal Building

215 Church Avenue, SW Roanoke, Virginia 24011 Fax No. 540-853-1138

With a copy to:

Director of Economic Development

City of Roanoke

111 Franklin Plaza, Suite 200

Roanoke, VA 24011 Fax No. 540-853-1213

If to IDA to:

Chair, Industrial Development Authority

Of the City of Roanoke, Virginia c/o Harwell M. Darby, Jr., Esquire Glenn, Feldmann, Darby & Goodlatte

210 First Street, SE Roanoke, VA 24011 Fax No. 540-224-8050

With a copy to:

Harwell M. Darby, Jr., Esquire

Glenn, Feldmann, Darby & Goodlatte

210 First Street, SE Roanoke, VA 24011 Fax No. 540-224-8050

If to FCR, to:

Ken D. Bridges, Senior Vice President, Operations

FreightCar Roanoke, Inc. 830 Campbell Avenue, SE Roanoke, VA 24013

Notice shall be deemed delivered upon the date of personal service, two days after deposit in the United States mail, the day after delivery to a nationally recognized overnight courier, or upon the date of confirmation of a facsimile transmission.

SECTION 24. FAITH BASED ORGANIZATIONS.

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

SECTION 25. APPROPRIATION OF FUNDS.

The obligations of the City in connection with this Agreement are subject to the availability of funds and the appropriation by City Council of such funds as may be necessary for such obligations.

SECTION 26. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements between the parties. No amendment to this Agreement will be valid unless made in writing and signed by the appropriate parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives.

ATTEST:	CITY OF ROANOKE		
By Mary F. Parker, City Clerk			
ividiy 1. 1 dikoi, ony oloik		City Manager	
WITNESS: AUTHORITY ROANOKE, VIRGINIA	INDUSTRIAL	DEVELOPMENT OF THE CITY OF	
By			
Printed Name and Title		nted Name and Title	
WITNESS:	FreightCar Roanoke, Inc.		
Ву			
Operations	Ken D. Bridge	s, Senior Vice President,	
Printed Name			
Approved as to Form:	Approved as to Ex	ecution:	
City Attorney	City Attorney		
Appropriation and Funds Required for this Contract Certified:			
Director of Finance			
Date Acct.			

Grant Request

This Grant Request is submitted pursuant to that Performance Agreement dated May 1, 2005 (the "Performance Agreement"), by and among, the City of Roanoke, Virginia, a municipal corporation (the "City"), FreightCar Roanoke, Inc, a Delaware corporation authorized to transact business in Virginia ("FCR"), and the Industrial Development Authority of the City of Roanoke, Virginia, an industrial development authority organized and existing under the laws of the Commonwealth of Virginia (the "IDA"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Performance Agreement.

The Performance Agreement provides that FCR may draw at any time as an economic development grant from the IDA such funds as are provided to the IDA by the City in an amount not to exceed a total of \$200,000 from the Governor's Opportunity Fund ("GOF") and \$200,000 from City provided monies, so long as such grants are requested no later than April 30, 2008.

Such Economic Development Grants are allocated as follows:

\$200,000 of GOF provided monies to be awarded to FCR for investment in eligible tenant improvements once FCR has demonstrated that it has invested or will invest \$5,545,000 in accordance with the Performance Agreement;

\$135,000 of City provided monies to be awarded to FCR for investment in eligible tenant improvements or for eligible equipment once FCR has demonstrated that it has invested or will invest \$5,545,000 in accordance with the Performance Agreement; and

\$65,000 in City of Roanoke Funds to be awarded to FCR for job grants once FCR has demonstrated that it has met the requirements of Section 6(C) of the Performance Agreement.

FCR warrants that it has complied, or will comply, with all of the terms and conditions of the Performance Agreement, including but not limited to the following:

A. FCR and/or other FreightCar Entities have spent or will spend at least \$5,545,000.00 (which does not include any of the grant funds provided for in the Performance Agreement), starting on December 20, 2004, for eligible tenant renovations or improvements to the Facility and/or on eligible equipment to be installed in and/or used at the Facility for the term of the Performance Agreement within the City for the Project and that such expenditures will occur on or before April 30, 2008.

- B. FCR has provided or will provide documentation on or before May 31, 2008, to the IDA and the City to document its annual expenditures for such eligible items. Eligible renovations, improvements, equipment or costs shall mean and include reasonable and necessary renovations, improvements, and/or equipment (including machinery) needed for the Facility and for the activities and operations of FCR at the Facility within the usual course of its business that are subject to the City's Machinery and Tool Tax and/or Personal or Real Property Tax.
- C. FCR has created and/or provided or will create and/or provide 400 permanently staffed, full-time job positions in accordance with the Performance Agreement.
- D. FCR has obtained or will obtain all appropriate business licenses and/or other licenses or permits required to operate within the City of Roanoke and has paid or will pay all appropriate taxes, levies, or charges as may be required by any applicable federal, state, or local laws, ordinances, or regulations, including but not limited to the City's machinery and tool tax. FCR has paid or will pay all such items in a current and a timely manner.

		Grants total \$-0 The amount of this ing amount to be requested by future
• • • • • • • • • • • • • • • • • • • •		otal \$-0 The amount of this Job Grant and to be requested by future Job Grant
City and by sending copies to the	he City Mar Idresses set fo	rocess this Grant Request through the pager and the Director of Economic orth in Section 23 of the Performance Performance Agreement.
	FREI	GHTCAR ROANOKE, INC.
Date:	Ву:	
		Ken D. Bridges Senior Vice President, Operations



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate Governor's Opportunity and local match funding for the FreightCar Roanoke Development Project, amending and reordaining certain sections of the 2004-2005 Capital Projects Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2004-2005 Capital Projects Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Appropriated from General Revenue	008-310-9827-9003	\$ 200,000
Appropriated from State Grant Funds	008-310-9827-9007	200,000
Fund Balance		
Economic and Community Development		
Reserve - Unappropriated	008-3325	(200,000)
Revenues		
FreightCar Roanoke Development	008-310-9827-9917	200,000

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

かべ

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the proper City officials to execute a Performance Agreement among the City of Roanoke (City), the Industrial Development Authority of the City of Roanoke, Virginia (IDA), and FreightCar Roanoke, Inc. (FCR), that provides for certain undertakings by the parties in connection with certain investments and job creation by FCR and/or its affiliates to take place in the City of Roanoke at the former Norfolk Southern East End Shops; authorizing the proper City officials to obtain and accept a grant or donation from the Governor's Opportunity Fund (GOF) in an amount up to \$200,000.00 to be used for an IDA grant to FCR; to provide for the appropriation of up to \$200,000.00 by the City to the IDA for grants to FCR for the purposes of economic development, as further set forth below; and dispensing with the second reading by title of this Ordinance.

WHEREAS, a FCR affiliate has leased certain real property located in the former Norfolk Southern East End Shops, located in the City of Roanoke, in order to expand FCR's operations to produce railroad freight cars and FCR and/or its affiliates intend to make substantial investments and create substantial jobs in connection with those operations (FCR Project);

WHEREAS, the City has received notice from the GOF that the City will receive a grant of \$200,000.00 from the GOF to be used for the FCR Project, subject to certain terms and conditions; and

WHEREAS, the City and the IDA wish to encourage FCR to undertake and complete the Project in order to enhance and promote economic development within the City and the Roanoke Valley.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke as follows:

- 1. City Council hereby approves the substance of the terms of the Performance Agreement among the City, the IDA, and FCR, as set forth in the attachment to the City Manager's letter to Council dated June 6, 2005, which provides for certain investments to be made by FCR and/or its affiliates and the creation by FCR of certain jobs within the City, as well as certain undertakings by the City and the IDA.
- 2. The City Manager and the City Clerk are authorized on behalf of the City to execute and attest, respectively, a Performance Agreement among the City, the IDA, and FCR, upon certain terms and conditions as set forth in the City Manager's letter to Council dated June 6, 2005. The Performance Agreement, which is dated May 1, 2005, is to be substantially similar to the one attached to such letter, and in a form approved by the City Attorney.
- 3. The City Manager is hereby authorized to execute and provide on behalf of the City any documentation necessary for obtaining and accepting a grant or donation from the GOF of an amount up to \$200,000.00 for the purposes of providing that amount to the IDA for economic development in the City and the Roanoke Valley in order to fund the grant that the IDA intends to make to FCR upon certain terms and conditions, all as more fully set forth in the above referenced City Manager's letter.
- 4. The City Manager is further authorized to take such actions and execute such documents as may be necessary to provide for the implementation, administration, and enforcement of such Performance Agreement.
- 5. The City will appropriate an amount up to \$200,000.00 (which will be in addition to any funds the City receives from the GOF) to the IDA for the purposes of promoting economic development in the City and the Roanoke Valley in order to fund the grants that the

IDA intends to make to FCR upon certain terms and conditions, which includes up to \$65,000.00 to be used for job grants as referred to in the Performance Agreement, all as more fully set forth in the above referenced City Manager's letter.

6. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this Ordinance by title is hereby dispensed with.

ATTEST:

City Clerk



CITY OF ROANOKEOFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building 215 Church Avenue, S.W., Room 364 Roanoke, Virginia 24011-1591 Telephone: (540) 853-2333 Fax: (540) 853-1138 CityWeb: www.roanokegov.com

June 6, 2005

Honorable C. Nelson Harris, Mayor Honorable Beverly Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council

Subject: Amendment of Agreement for the Development of Colonial Green

Background:

Ordinance No. 36927-122004 adopted December 20, 2004, by the City Council authorized execution of an Agreement between the City of Roanoke and Colonial Green, L.C. for the Development of Colonial Green, the conveyance in phases of approximately 23 acres of City property on Colonial Avenue in exchange for the development and creation of a mixed density traditional neighborhood design and layout consistent with the City's <u>Vision 2001-2020</u> <u>Comprehensive Plan</u>, among other things, upon certain terms and conditions set forth in the agreement.

Consideration:

Subsequent to the execution of the agreement, and as an outcome of the rezoning process, there were minor changes required to the phasing plan and development pattern book that had been incorporated by reference as exhibits in the original development agreement. With these changes, these items are now inconsistent with the references contained in the original agreement, and therefore, the agreement needs to be amended to be consistent with the outcomes of the rezoning process. Also included in the amendment are clarifications to the phasing and subdivision process for the implementation of the project. These changes have no substantive impact on the overall intent and outcomes anticipated by the development agreement.

A copy of the proposed amended agreement and exhibits are attached to this report for the City Council's review and information.

Mayor Harris and Members of City Council June 6, 2005 Page 2

Recommended Action:

Authorize the City Manager to execute the amended development agreement on behalf of the City of Roanoke, such agreement to be approved as to form by the City Attorney.

Respectfully submitted,

Darlene L. Burcham City Manager

DLB:rbt

Attachment

c: William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Mary F. Parker, City Clerk
Rolanda Russell, Assistant City Manager for Community Development
Brian Townsend, Director, Planning Building and Development

CM05-0074

AMENDED AGREEMENT FOR THE DEVELOPMENT OF COLONIAL GREEN

THIS AGREEMENT made and entered into this day of	2005, by and
between the CITY OF ROANOKE, VIRGINIA, a Virginia municipal corporatio	n (the "City"),
and COLONIAL GREEN, L.C., a Virginia limited liability company (the "Development of the company)	oper"),

Deleted: 27th Deleted: November

WI'INESSETH:

WHEREAS, the City circulated Proposal No. 02-12-04 for the development of a first-class, mixed-use community, which incorporates residential single-family, residential multifamily, and commercial space along Colonial Avenue, S.W. (the "Project");

WHEREAS, Developer submitted a response for development of the Project, which the City desires to accept, as modified by the Developer;

WHEREAS, City owns certain property located in the City, assessed at \$2,656,300, containing approximately 23.742 acres of land at the edge of the City limits, fronting on Colonial Avenue, S. W., and identified as Official Tax No. 1570101, as further described as "Parcel B-1" on the description attached hereto as Exhibit A (the "Property");

WHEREAS, subject to the terms and provisions of this Agreement, Developer desires to acquire the Property and develop and construct the Project;

WHEREAS, the parties recognize and agree that the Project is complex, will be developed in three Phases, and may not be completed within seven (7) years;

WHEREAS, subject to the terms and provisions of this Agreement, Developer intends to enhance the Colonial Avenue neighborhood of the City by developing the Project, including the construction of a visually significant gateway (the "Gateway"), in accordance with the preliminary design plans set forth in Exhibit B hereto, to the Project fronting on Colonial Avenue, thus improving the image and economic vitality of the Colonial Avenue area and stimulating development of other commercial, office, and residential facilities located in the City;

WHEREAS, the City has determined that development and completion of the Project will result in substantial benefits to the welfare of the City and its inhabitants, and in the public purposes and governmental interests served, including, but not limited to, the real estate tax benefits, the personal property tax benefits, the BPOL tax benefits, the sales tax benefits, the

utility tax benefits to be received by the City, and the employment benefits to City, both during construction and on an ongoing basis thereafter;

WHEREAS, the City has found that it is in the public interest of the citizens of the City, and that it is consistent with the economic development goals of the City and with the Comprehensive Plan, "Vision 2001-2020," for the Project to be developed in order to stimulate development of existing facilities in order to generate higher City revenues; and

WHEREAS, City and Developer hereby intend to set forth their understanding, agreements, rights and responsibilities in order to facilitate jointly the implementation of this Agreement.

NOW, THEREFORE, in consideration of the payment by Developer to the City of Ten Dollars (\$10.00) and the mutual covenants, conditions, promises, representations and warranties herein contained and other good and valuable consideration, including Developer's agreeing to develop the Phases as part of a traditional neighborhood community, as set forth in the Comprehensive Plan and the Development Plan, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby agree as follows:

1. <u>THE PROJECT</u>. The Project to be developed by the Developer on the Property shall be constructed in three phases, beginning with Phase I, as such phases are depicted on <u>Exhibit C</u> hereto ("Phasing Plan – Revised February 17, 2005" - hereinafter the "Phasing Plan"). The total estimated cost of the Project is estimated cost of the Project is \$49,265,344.32. Each of these phases and the infrastructure to be installed during each such phase, is as follows:

Deleted: Revised November 1, 2004

PHASE I: Developer shall cause to be constructed in Phase I at least 6 single family homes, 26 townhouses, 30 condominiums and not less than an additional 42,000 square feet of live/work space (retail, commercial, apartment and/or condominium). Developer shall cause to be constructed in Phase I the infrastructure identified in **Exhibit D.1** hereto.

PHASE II: Developer shall cause to be constructed in Phase II at least 12 single-family homes, 19 townhouses, and 30 condominium or apartment units. Developer shall cause to be constructed in Phase II the infrastructure identified in Exhibit D.2 hereto.

PHASE III: Developer shall cause to be constructed in Phase III at least 10 single-family homes, 16 townhouses, and 30 condominium or apartment units.

Deleted: 28

Deleted: 17

Developer shall cause to be constructed in Phase III the infrastructure identified in Exhibit D.3 hereto.

2. PLATS OF SUBDIVISION. Developer shall have prepared, at its expense, plats of subdivision, for each phase of the project that is in substantial conformance with the Phasing Plan, in conformance with the City's Subdivision Ordinance, The plats shall show where the infrastructure required for the Project will be constructed, and prior to conveyance of each Phase the Developer shall post with the City whatever surety is required by the City's Subdivision Ordinance to ensure the construction of such infrastructure.

3. <u>REZONING</u>. After the Developer has submitted to the City, at the Developer's expense, the proposed development plan for the Project conforming to the requirements of §§36.1-289, <u>et seq.</u>, Code of the City of Roanoke (1979), as amended ("Development Plan"), the City shall petition for a rezoning of the Property to RPUD, <u>Residential Planned Unit Development District</u>. All fees and expenses associated with the rezoning shall be borne by the city.

The Development Plan submitted to the City by the Developer shall include a residential "pattern book," which shall include architectural renderings, conceptual floor plans, and other illustrative exhibits depicting the architectural styles, construction methods, and proposed building materials for each type of residential unit to be constructed by Developer within the Project.

4. CONVEYANCE OF PROPERTY.

(a)(1) PHASE I. Following the rezoning of the Property to RPUD, recordation of the initial subdivision plat identifying and locating Phase I, and approval by the City of a grading and land disturbance plan, the City will convey to the Developer Phase I of the Property for the nominal consideration of Ten Dollars (\$10.00). All conveyances under this Agreement are to be by general warranty deed, and the Property is to be conveyed in its "as is" condition. Subject to the provisions herein, the removal or demolition of any structure or existing infrastructure on the Property shall be the responsibility of the Developer.

(a)(2) Developer shall commence the Actual and Substantial Development of the residential and commercial units and the infrastructure within Phase I within one (1) month of the conveyance of Phase I to the Developer. Other than the construction lender's deed of trust, Developer shall not permit any liens to be placed on the Property within Phase I unless and until

Deleted: as soon as practical after execution of this Agreement, a plat

Deleted: of the Property

Deleted:, subdividing the Property into the three Phases of the Project.

Deleted: plat

Deleted: the Development Plan

the City Representative certifies, in writing, that Actual and Substantial Development has commenced. Once the Developer has received such certification, it may sell Lots to third parties.

- (a)(3) If Actual and Substantial Development has not commenced in Phase I within one (1) month of the conveyance of Phase I to the Developer, the Developer shall reconvey the Property to the City within fifteen (15) days after the expiration of the one month period, at the Developer's sole expense, free and clear of any liens.
- (a)(4) No certificate of occupancy, either temporary or permanent, shall be issued for any of the retail/commercial space in Phase I, and such space shall not be occupied, until such time as a permanent certificate of occupancy for ten (10) of the residential units in Phase I have been issued, and another ten (10) of the residential units in Phase I are under construction.
- (b)(1) PHASE II. Upon the City determining that (i) fifty percent (50%) of the infrastructure to be installed in Phase I has been completed, and (ii) 75 % of the Gateway has been completed the City will convey to Developer Phase II of the Property, on the same terms and conditions as Phase I was conveyed. Should the Developer desire to delay final landscaping of the Gateway due to seasonal concerns, it may post surety to ensure the completion of that portion of the landscaping that would be required to constitute the 75 % completion requirements.
- (b)(2) Developer shall commence the Actual and Substantial Development of the residential units and of the infrastructure within Phase II within one (1) month of the conveyance of Phase II to the Developer. Other than the construction lender's deed of trust, Developer shall not permit any liens to be placed on the Property within Phase II unless and until the City Representative certifies, in writing, that Actual and Substantial Development has commenced.
- (b)(3) If Actual and Substantial Development has not commenced in Phase II within one (1) month of the conveyance of Phase II to the Developer, the Developer shall reconvey the Property within Phase II to the City within fifteen (15) days after the expiration of the one month period, at the Developers' sole expense, free and clear of any liens.
- (b)(4) During the development of Phase II, building permits for no more than a total of seventy five percent of the single-family and townhouse units in Phase I and Phase II will be issued until such time as the condominium/apartment building in Phase I is constructed to the point of being framed and under roof.
- (c)(1) PHASE III. Upon the City determining that at least ninety percent (90%) of the infrastructure in Phase I is completed, that at least fifty percent (50%) of the infrastructure in

Phase II is completed, and that at least twenty-two (22) permanent certificates of occupancy have been issued for either townhouses or single-family detached homes, or a combination of the two, in either Phase I or II, the City will convey to the Developer Phase III of the Property, on the same terms and conditions as Phase I was conveyed.

- (c)(2) Developer shall commence the Actual and Substantial Development of the residential units and of the infrastructure within Phase III within one (1) month of the conveyance of Phase III of the Property to the Developer. Other than the construction lender's deed of trust, Developer shall not permit any liens to be placed on the Property within Phase III unless and until the City Representative certifies, in writing, that "Actual and Substantial Development" has commenced.
- (c)(3) If Actual and Substantial Development has not commenced in Phase III within one (1) month of the conveyance of Phase III to the Developer, the Developer shall reconvey the Property within Phase III to the City within fifteen (15) days after the expiration of the one month period, at the Developer's sole expense, free and clear of any liens.
- (c)(4) During the development of Phase III, building permits for no more than twenty-three (23) additional townhouse or single-family units shall be issued for Phase II or III (in addition to the units already permitted under (b)(4) above) until such time as the condominium/apartment building in Phase II is under construction to the point of being framed and under roof.
- (c)(5) The condominium/apartment building in Phase III must be under construction to the point of being framed and under roof before building permits to construct any of the remaining single-family residences in Phase III may be issued.
- 5. TRAFFIC SIGNAL. If and when required by VDOT, the City shall initiate the design and installation of a traffic signal at the intersection of Colonial Avenue and the entranceway into the Project. If such requirement occurs prior to the Final Completion of the Project, the Developer shall reimburse the City within thirty (30) days of being billed for the same fifty percent (50%) of the actual cost of fabricating and installing such signal, up to Fifty Thousand Dollars (\$50,000.00). All other right-of-way improvements shall be the responsibility of the Developer.

6. INFRASTRUCTURE.

- (a) The Developer shall be responsible for all infrastructure, public and private, whether on or off the Project site, necessary for the Project. All infrastructure shall be designed and constructed to the standards of the City or other applicable agency.
- (b) "Public infrastructure" shall include all required right-of-way improvements, including curb, gutter, sidewalks, street lighting, and landscaping; water; sanitary sewer; and storm drainage systems. All public infrastructure shall be subject to the requirements of the City's Subdivision Ordinance, including applicable surety amounts.
- (c) "Private infrastructure" shall include natural gas, telephone, telecommunications, cable television, and electric distribution and service facilities.
- (d) Other than as necessary to physically connect public utilities to the Project and as required for a de-acceleration lane into the Project from Colonial Avenue, the City will not require any offsite infrastructure that would be the responsibility of the Developer.

7. DEVELOPER'S OBLIGATIONS.

The Developer agrees:

- (a) To be responsible for obtaining, at its expense, all site development, building, and related permits for the Project, with the exception of the costs borne by the City pursuant to Section 3 above.
- (b) To be responsible for obtaining at its expense any special exception permits or variances necessary for the Project, with the exception of the rezoning contemplated in <u>Section 3</u>, which shall be the responsibility of the City.
- (c) To make quarterly detailed written reports to the City Representative as to the status of the construction of the required infrastructure, lot preparation, and construction of units.
- (d) To pay all applicable taxes, including real estate taxes on the Property, once conveyed to the Developer.
- 8. <u>REASONABLE DETERMINATION</u>. Whenever in this Agreement a determination or approval is required by either party, such determination or approval shall be reasonable, timely and not unduly burdened unless specified to the contrary.
- 9. <u>COMPLETION.</u> Subject to delays beyond the reasonable control of Developer, Developer shall achieve Final Completion of the construction of the Project on or before the seventh (7th) anniversary of the Start Date, as indicated by submission of a Certificate of

Substantial Completion by the Project Architect. In the event that Final Completion of the construction of the Project is not achieved by such seventh (7th) anniversary for good cause shown, the City Representative shall have the right but not the obligation to extend such seventh (7th) anniversary date up to three (3) additional years.

Notwithstanding anything herein to the contrary, in the event of enforced delay in the performance by either party of obligations under this Agreement due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God; acts of the government; unforeseeable market conditions which may delay development completion, including but not limited to a marked increase of the Federal Funds rate, acts of the other party, strikes, freight embargoes, terrorism, fires, floods, unusually severe weather, or delays of subcontractors due to such causes. The time for performance of all obligations under the Agreement shall be extended for the period of the enforced delay, after a reasonable time for resumption of activities, provided that the period so extended shall not exceed a total of ten (10) years from Start Date, and further provided that the party claiming such delay notifies the other party in writing, in accordance with the requirements of Section 17. Such notice will contain (i) the nature of the delay (ii) actions taken or to be taken to cure such delay and (iii) the expected timeframe, in days, in which the delay shall affect or extend the Project.

10. <u>ASSIGNMENT</u>. The City and the Developer each binds itself, its partners, successors, assigns and legal representative to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party in response of all covenants of this Agreement. Neither the City nor Developer shall assign, sublet or transfer its interest in this Agreement without written notice to, and the written consent of the other, which consent shall not be unreasonably withheld, delayed, or conditioned.

Notwithstanding anything herein to the contrary, the following assignments are hereby agreed to:

- a. Any affiliate of Developer, or entity in which the Developer or its members have a controlling interest, provided Developer remains liable for all obligations contained herein.
- b. Nothing herein shall prevent the sale of Lots to a third party builder or owner/occupant once the approved subdivision plat is recorded.

- c. Nothing herein shall prevent the sale of Lots to a Builder or Owner for the development of condominiums, in accordance with the Condominium Act under Title 55 of the Code of Virginia.
- d. Nothing herein shall prevent the assignment of Developer's rights to a construction lender or bonding agent, subject to notice being given to the City Representative.
- 11. <u>THIRD PARTIES.</u> The City shall not be obligated or liable hereunder to any party other than the Developer or its agreed to assignees.
- 12. **FINANCING.** The Developer shall notify the City in advance of any deed of trust financing it proposes to enter into with respect to the Property, and of any encumbrance or lien that has been created by the Developer on or attached to the Property, whether by voluntary act of the Developer or otherwise. For the purposes of such deed of trust financing as may be made pursuant to this Agreement, the Property may, at the option of the Developer or successor in interest, be divided into several parts or Lots, provided that such subdivision is not inconsistent with the purposes of the Development Plan and this Agreement. The language in this Subsection shall not operate to prevent a Builder or Owner from obtaining construction or permanent financing against any Lot purchased from the Developer.
- 13. <u>DEVELOPER'S RESPONSIBILITIES</u>. The Developer shall, at its sole expense, comply with the provisions of the laws of the Commonwealth of Virginia and all federal and local statutes, ordinances, and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.
- 14. **REPRESENTATIONS OF THE DEVELOPER.** In order to induce City to enter into this Agreement, the Developer represents and warrants to City as follows as of the date of this Agreement:
 - a. The Developer is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof;
 - Any and all actions necessary to enable the Developer to enter into this
 Agreement (including actions to be taken by members of the Developer) and to be
 bound hereby, have been duly taken;

- c. The Developer or persons executing or attesting the execution of this Agreement on behalf of the Developer has or have been duly authorized and empowered to so execute or attest;
- d. There exists no litigation, actions, suits, investigations or proceedings pending against the Developer, or to the Developer's actual knowledge threatened, which if determined adversely, would materially and adversely affect the ability of the Developer to carry out its obligations under this Agreement or the transactions contemplated hereunder;
- e. This Agreement is a valid and binding obligation of the Developer enforceable in accordance with its respective terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally; and
- f. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of any of the terms, conditions or provisions of the Developer's articles of organization or operation agreement, or of any agreement or instrument to which the Developer is now a party or otherwise bound or to which any of its properties or other assets is subject, or of any order or decree of any court or governmental instrumentality, or of any arbitration award, franchise or permit, or constitute a default thereunder.
- 15. **REPRESENTATIONS OF THE CITY.** In order to induce Developer to enter into this Agreement, the City represents and warrants to Developer as follows as of the date of this Agreement:
 - a. The City is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof;
 - b. Any and all actions necessary to enable the City to enter into this Agreement, including action by the City Council, and to be bound hereby, have been duly taken;
 - c. The City or persons executing or attesting the execution of this Agreement on behalf of the City has or have been duly authorized and empowered to so execute or attest;
 - d. There exists no litigation, actions, suits, investigations or proceedings pending

against the City, or to the City's actual knowledge threatened, which if determined adversely, would materially and adversely affect the ability of the City to carry out its obligations under this Agreement or the transactions contemplated hereunder:

- e. This Agreement is a valid and binding obligation of the City enforceable in accordance with its respective terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally; and
- f. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of any of the terms, conditions or provisions of the legislation creating the City or of any agreement or instrument to which the City is now a party or otherwise bound or to which any of its properties or other assets is subject, or of any order or decree of any court or governmental instrumentality, or of any arbitration award, franchise or permit, or constitute a default thereunder.
- 16. <u>CITY'S FAILURE TO CONVEY</u>. If the City does not tender the conveyance or possession of the Property in the manner and condition, and by Closing Date, and the failure is not cured within 120 days after written demand by the Developer (the "Cure Period"), then this Agreement shall, in Developer's sole discretion, be either (i) cancelled, or (ii) the Developer shall be entitled to sue for specific performance.

If prior to or at the time of Closing of any Phase, a cloud, encumbrance, or other defect in title is noted by the Developer which makes the title being conveyed to the Developer not marketable, and such cloud, encumbrance, or defect can be eliminated by the City through the power of condemnation, then the cloud, encumbrance, or defect shall be so eliminated by the City at the City's own expense within the Cure Period, and the Developer need not accept title prior to such elimination. In the event the cloud, encumbrance, or defect on the Property subject to condemnation cannot be eliminated or cured within the Cure Period, then the Developer may either extend the Cure Period an additional 120 days, or accept such title as the City may convey or may reject the acceptance of such title. If the Developer rejects such title, then the Developer may terminate this Agreement, and recover reasonable costs and expenses incurred.

17. NOTICE OF DEFAULT; OPPORTUNITY TO CURE.

Whenever the City shall give any notice to the Developer and to any construction lender or bonding agent of Developer of any breach or default by the Developer in its obligations or covenants under this Agreement, the City shall at the same time deliver to each holder of record of any security interest authorized by this Agreement a copy of the notice or demand. Each holder shall, insofar as the rights of the City are concerned, have the right at its option to cure the breach or default and to add the cost thereof to the Developer's debt and its security interest.

In the event of any default under this Agreement by either party the breaching party shall, upon written notice from the other, proceed immediately to cure the default and shall cure the default within 30 days after receipt of the notice. In the event of a default or a contingency that cannot with due diligence be reasonably cured within 30 days the cure period shall be extended a reasonable amount of time provided that the breaching party proceeds with all due diligence to cure the breach. If after receiving written notice from the aggrieved party to proceed promptly and with all due diligence to cure and to prosecute the curing of such default (subject to unavoidable delays), the breaching party fails to take action, the aggrieved party may institute such proceedings as may be necessary in its opinion to cure the default, including, but not limited to, proceedings to compel specific performance by the party in default of its obligations.

18. EQUAL EMPLOYMENT OPPORTUNITY.

- (a) During the performance of this Agreement, the Developer agrees as follows:
- 1. The Developer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Developer. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2. The Developer, in all solicitations or advertisement for employees placed by or on behalf of the Developer, will state that such Developer is an equal opportunity employer.
- 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

(b) The Developer will include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that provisions will be binding upon each subcontractor or vendor.

19. ENTIRE AGREEMENT.

This Agreement and any exhibits incorporated by reference into this Agreement constitute the entire agreement between the parties, and no condition or provisions, whether oral or written, in any previous proposal or communication by either of the parties, or any prior agreement or other understanding between them shall be of any effect, anything in any such proposal, communication or agreement to the contrary notwithstanding.

- 20. <u>AMENDMENTS</u>. Any changes as may be mutually agreed upon by and between the City and the Developer shall be agreed to by written amendment to this Agreement.
- 21. **NOTICE.** Any notice, bills, invoices, or reports required by this Agreement shall be sufficient if sent in writing, via certified mail, return receipt requested, to the addressees noted below:

CITY:

City Manager City of Roanoke

364 Noel C. Taylor Municipal Building

215 Church Avenue, S. W. Roanoke, Virginia 24011

DEVELOPER:

Colonial Green, L. C.

P. 0. Box 10296

Blacksburg, Virginia 24062

Attn: Joyce L. Graham, Managing Member

(540) 320-5215 (office) (540) 268-2222 (fax) jlgraham@asit.net

With a copy to:

Meade A. Spotts, Esq. SpottsFain, P.C.

P. O. Box 1555

Richmond, Virginia 23188-1555

(804) 788-1345 (office) (804) 421-3273 (fax)

mspotts@spottsfain.com

22. <u>SEVERABILITY OF CLAUSES</u>. It is agreed that the illegality or invalidity of any term or provisions of this Agreement shall not affect the validity of the remainder of this

(b) The Developer will include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that provisions will be binding upon each subcontractor or vendor.

19. ENTIRE AGREEMENT.

This Agreement and any exhibits incorporated by reference into this Agreement constitute the entire agreement between the parties, and no condition or provisions, whether oral or written, in any previous proposal or communication by either of the parties, or any prior agreement or other understanding between them shall be of any effect, anything in any such proposal, communication or agreement to the contrary notwithstanding.

- 20. <u>AMENDMENTS</u>. Any changes as may be mutually agreed upon by and between the City and the Developer shall be agreed to by written amendment to this Agreement.
- 21. **NOTICE.** Any notice, bills, invoices, or reports required by this Agreement shall be sufficient if sent in writing, via certified mail, return receipt requested, to the addressees noted below:

CITY: City Manager

City of Roanoke

364 Noel C. Taylor Municipal Building

215 Church Avenue, S. W. Roanoke, Virginia 24011

DEVELOPER: Colonial Green, L. C.

P. 0. Box 10296

Blacksburg, Virginia 24062

Attn: Joyce L. Graham, Managing Member

(540) 320-5215 (office) (540) 268-2222 (fax) jlgraham@asit.net

With a copy to: Meade A. Spotts, Esq.

SpottsFain, P.C. P. O. Box 1555

Richmond, Virginia 23188-1555

(804) 788-1345 (office) (804) 421-3273 (fax)

mspotts@spottsfain.com

22. <u>SEVERABILITY OF CLAUSES</u>. It is agreed that the illegality or invalidity of any term or provisions of this Agreement shall not affect the validity of the remainder of this

Agreement, and it shall remain in full force and effect as if such illegal or invalid term or provision were not contained herein.

- 23. <u>MULTIPLE COPIES</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- 24. GOVERNING LAW. This Agreement and all questions of construction of the provisions hereof and of the rights and liabilities of the parties shall be construed and determined in accordance with the applicable laws of the Commonwealth of Virginia.
- 25. APPROVALS. Other than approvals mandated by City ordinance, if submitted plans such as residential unit plans conform to the provisions of the Development Plan and proposals made by the Developer, the City shall formally approve the plans, and no further filing by the Developer or approval by the City shall be required. Such plans shall, in any event, be deemed approved unless formal rejection thereof by the City, in full or in part, setting forth in detail the reasons therefore, shall be made within 30 days after their submission to the City. If the City rejects the plans in whole or in part as not being in conformity with the Development Plan, the Developer shall submit new or corrected plans which are in conformity with the Development Plan within 30 days after written notification to it of the rejection, and the provisions of this Section relating to approval, rejection, and resubmission of corrected plans shall continue to apply until approved by the City; provided that the Developer submits such satisfactory plans no later than 150 days after the original submission. The approval referred to in this Section shall be at the discretion of the City but which shall not be unreasonably withheld, delayed, or conditioned.
- 26. <u>BOND AND SURETY.</u> Any bonds or surety required by the City under the terms of this Agreement shall (i) be issued by an institution qualified to transact business in Virginia, (ii) contain a termination notice of not less than thirty (30) days, (iii) shall name the City as an additional beneficiary, and (iv) shall be subject to the reasonable approval of the City

27. **DEFINITIONS.**

<u>General</u>. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

a. The terms defined in this Article have the meanings assigned to them and include the plural as well as the singular;

- All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as applied to Developer; and
- c. The words "herein", "hereof and "hereunder" and other words of similar import refer to this Agreement as a whole and not to a particular Section.

<u>Specific.</u> Unless the context clearly indicates to the contrary, the terms listed below shall be construed in accordance with the following definitions:

- a. "Actual and Substantial Development" within a respective Phase means the posting of surety required to complete the public infrastructure therein, the commencement of land disturbance activities thereon, and the securing of portions of the Property with a deed of trust for the Developer's construction lender.
- b. "Agreement" means this Agreement For The Development Of Colonial Green.
- "<u>Builder</u>" means any person or entity which acquires Lots for the purpose of improving such Lots for resale to Owners or for lease to tenants.
- d. "Certificate of Substantial Completion" means a certificate substantially similar to AIA Document G704-2000.
- e. "City" means the City of Roanoke, Virginia.
- f. "City Representative" means the City Manager of the City or such person(s) as may be authorized in writing by the City Manager to act for her with respect to any or all matters pertaining to this Agreement.
- g. Closing. The terms "Closing," "Closing Date," or "Close of Escrow" shall mean the completion of the sale and purchase and conveyance of any Phase of the Property contemplated by this Agreement as signified by the delivery of all documents required to be recorded in the Office of the Clerk of the Circuit Court of City of Roanoke, Commonwealth of Virginia, all in accordance with the terms of this Agreement. The Closing Date for Phase 1 shall he simultaneous with the Start Date.
- h. "Council" means the City Council of the City of Roanoke, Virginia.
- i. "Comprehensive Plan" means "Vision 2001-2020" of the City of Roanoke, Virginia, adopted by Council on January 21, 2003.
- j. "<u>Developer</u>" means Colonial Green, L. C., a limited liability company organized under the laws of the Commonwealth of Virginia.

- k. "<u>Development Plan</u>" means the detailed drawing, blueprints and specifications used by Developer and Builders for the construction of the Project, as approved through the rezoning process.
- 1. "Effective Date" means when the City ratifies this Agreement.
- m. "Final Completion" means (i) the receipt by the City of the Certificate of Substantial Completion, (ii) the release of all surety and/or bonds by any lender of Developer, and (iii) the reasonable acceptance by the City of all infrastructure, to include but not limited to all applicable public infrastructure.
- n. "Gateway" means all aspects and improvements comprising the entrance way to the Project, as shown in Exhibit B, and in detail as a portion of Phase I in Exhibit C.
- o. "Lot" means (i) any plot of land designated for separate ownership or occupancy shown on the Development Plan, or (ii) a unit in a condominium association or a unit in a real estate time-share.
- p. "Owner" means the record holder of the fee simple title to any Lot, whether referring to one person or entity or collectively to more than one person or entity that have joint ownership of a Lot, including contract sellers; the term "Owner" shall exclude those having an interest merely as security for the performance of an obligation.
- q. "Pattern Book" means that certain assemblage of patterns for construction prepared by Hill Studios, dated February 17, 2005, and attached hereto as Exhibit E. The City Representative shall have the authority to approve any revisions deemed substantial and material by the parties.
- "Phase" refers to the real property development of any or all of Phase II, Phase II, or Phase III, as they may appear in the Phasing Plan.
- s. "Phasing Plan" means that depiction of Project development Revised

February 17, 2005, attached hereto as Exhibit C.

- t. "Project Architect" means the architect hired by Developer to prepare the plans and specifications for the Project, Hill Studio, or other architects and/or engineers as the Developer may find necessary.
- "RPUD" means Residential Planned Unit Development district of the City's zoning ordinance.

Deleted: November 1, 2004

Deleted: November 1,

Deleted: 2004

- v. "Start Date" means 30 days after the Zoning Approval Date of the planned unit development, when the comprehensive development plan approval for that Phase of the Project is unconditionally issued, and the issuance of such soil disturbance and/or building permit is final and non-appealable, whichever last occurs.
- w. "Zoning Approval Date" means when the City has applied for and secured all zoning required for the Property, at the sole expense of the City and in the name of the city, which the City estimates to occur no later than one, hundred twenty (120) days from the Effective Date. In the event of a delay in zoning beyond 120 days, the Zoning Approval Date shall be extended as necessary up to an additional 120 days. Beyond such extension, either party shall have the option of terminating this Agreement with 30 days written notice to the other party.
- 28. TERMINATION OF EXISTING LEASE. At Closing, the City shall cause to be executed, by any and all tenants of the Property, a standard form estoppel agreement confirming that any leases affecting the Property are in full for and effect, and that no breaches exist on the part of either landlord or tenant. At Closing, Developer shall assume any and all subsequent liabilities in regard to such leases. Regardless of any language to the contrary contained in this Agreement, if at Closing any tenants are in legal possession of all or portions of the Property, any time frames for compliance with or conformance by the Developer in regard to the terms of this Agreement shall be extended for that period of time from Closing until the Developer gains full and complete control of any outstanding leasehold interest in the Property. As of the Effective Date, (i) there are no tenancies affecting the Property that cannot be terminated on or before August 31, 2005, and (ii) the City agrees not to enter into any additional new leases or extensions of existing leases affecting the Property.
- 29. GRADING EASEMENT AND ACCESS. At Closing, the City shall grant to Developer an access and grading easement (the "Easement") for the purposes of (i) accessing all portions of the Property for site, engineering and design purposes, and (ii) borrowing, moving, accessing and/or stockpiling earth and stone for use solely for the Project. The Easement shall be used in such a manner as to cause as little disturbance to any residential or commercial neighbors or existing tenant(s) of the Property, and under no circumstances shall (a) any earth or fill material be removed from the Property without the written consent of the City Representative and (b) the leasehold possession of any existing tenant of the City

occupying the Property be disturbed. The Developer shall make no use of the Easement until such time as (1) the bond or surety requirements referenced in Section 26 herein have been met, and (2) the Developer has placed into effect a comprehensive general public liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the Property and on or about the adjoining streets and sidewalks, which insurance will provide minimum protection in single limit of not less than \$1,000,000.00 for bodily injury or death in any one occurrence, and not less than \$1,000,000.00 far property damage, and which policy shall name the City as an "additional insured".

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the City and the Developer have affixed their signatures as of the date first written above

CITY OF ROANOKE

ATTEST:

By ________

Darlene L. Burcham, City Manager

COLONIAL GREEN, L. C.

By ________

(Title)

APPROVED AS TO FORM:

City Attorney

City Attorney

City Attorney

MX

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

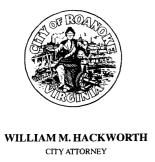
AN ORDINANCE authorizing the City Manager to execute an Amended Agreement for the Development of Colonial Green, to be entered into by the City and Colonial Green, L. C., the developer, which provides for conveyance, in phases, of approximately 23 acres of property on Colonial Avenue in exchange for certain proposed development activities, in order to conform an Agreement heretofore entered into on December 27, 2004, to certain changes made in the development plan during the conditional rezoning process; and dispensing with the second reading of this ordinance by title.

BE IT ORDAINED by the Council of the City of Roanoke that:

- 1. The City Manager and the City Clerk are authorized to execute and attest, respectively, on behalf of the City of Roanoke, in form approved by the City Attorney, an Amended Agreement for the Development of Colonial Green in order to conform the Agreement between the parties to certain changes made in the development plan during the conditional rezoning process, as more particularly described and recommended in the City Manager's letter to Council dated June 6, 2005.
- 2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY OF ROANOKE

OFFICE OF CITY ATTORNEY
464 MUNICIPAL BUILDING
215 CHURCH AVENUE, SW
ROANOKE, VIRGINIA 24011-1595

TELEPHONE: 540-853-2431 FAX: 540-853-1221 EMAIL: cityatty@ci.roanoke.va.us TIMOTHY R. SPENCER STEVEN J. TALEVI GARY E. TEGENKAMP DAVID L. COLLINS HEATHER P. FERGUSON ASSISTANT CITY ATTORNEYS

June 6, 2005

The Honorable Mayor and Members of City Council Roanoke, Virginia

Re: Graffiti Ordinance

Dear Mayor Harris and Members of Council:

During the last Session, the General Assembly amended (effective July 1, 2005), §15.2-1812.2, Code of Virginia, which is the enabling legislation for §21-25 of the City Code, pertaining to willful damage to or defacement of public or private facilities (our grafitti ordinance). The amendments to the State Code eliminate the previous requirement that damage to private property be less than \$1,000 for the ordinance to apply, and imposes a mandatory minimum fine of \$500 for certain types of graffiti. It also simplifies and reduces the time requirements for giving notice to private property owners before the City can undertake cleaning or covering graffiti.

An ordinance amending §21-25 of the City Code to conform with §15.2-1812.2 is attached for your consideration. Please let me know if you have any questions about this matter.

With kindest personal regards, I am

Sincerely yours,

William M. Hackworth City Attorney

Bill Harmonth

WMH:f Attachment

cc: Darlene L. Burcham, City Manager

Dan Webb, Acting Director of Housing and Neighborhood

Services/Codes Compliance Coordinator

A. L. Gaskins, Chief of Police

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE amending §21-25, Willful damage or defacement of public or private facilities, Article 1, In General, Chapter 21, Offenses – Miscellaneous, of the Code of the City of Roanoke (1979), as amended, by the amendment of §21-25 in order to conform it to §15.2-1812.2 of the State Code, by imposing a mandatory minimum fine for certain types of graffiti, and reducing certain time requirements for notices; providing for an effective date; and dispensing with the second reading by title paragraph of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. Section 21-25, Willful damage or defacement of public or private facilities, Article I, In General, Chapter 21, Offenses – Miscellaneous, of the Code of the City of Roanoke (1979), as amended, is hereby amended in order to conform provisions in the City Code to §15.2-1812.2 of the State Code, by imposing a mandatory minimum fine for certain types of graffiti, and reducing certain time requirements for notices; and shall read and provide as follows:

§21-25. Willful damage to or defacement of public or private facilities.

- (a) Graffiti defined. Graffiti means the unauthorized application of any writing, painting, drawing, etching, scratching or marking of an inscription, work, figure or design of any type on any public buildings, facilities and personal property or any private buildings, facilities and personal property.
- (b) Violation and penalty. It shall be unlawful and a Class 1 misdemeanor for any person to willfully and maliciously damage or deface, by application of graffiti or otherwise, any public buildings, facilities and personal property or any private buildings, facilities and personal property if the damage to the private property is less than \$1,000. The punishment for any such violation in which the defacement is (i) more than 20 feet off the ground, (ii) on a railroad or highway overpass, or (iii) committed for the benefit of, at the direction of, or in

association with any criminal street gang, as that term is defined by §18.2-46.1, Code of Virginia, shall include a mandatory minimum fine of \$500.00.

(c) Community service.

- (1) Upon a finding of guilt in any case tried before the court without a jury, if the violation of this section constitutes a first offense which results in property damage or loss, the court, without entering a judgment of guilt, upon motion of the defendant, may defer further proceedings and place the defendant on probation pending completion of a plan of community service work. If the defendant fails or refuses to complete the community service as ordered by the court, the court may make final disposition of the case and proceed as otherwise provided. If the community service work is completed as the court prescribes, the court may discharge the defendant and dismiss the proceedings against him. Discharge and dismissal under this section shall be without adjudication of guilt and is a conviction only for the purposes of applying this section in subsequent proceedings.
- (2) Any community service ordered or directed for a violation of subsection (b) shall, to the extent feasible, include the repair, restoration or replacement of any damage or defacement to property within the city and may include clean-up, beautification, landscaping or other appropriate community service within the city. A designee of the city manager shall supervise the performance of any community service work required and shall report thereon to the court imposing such requirement. At or before the time of sentencing, the court shall receive and consider any plan for making restitution or performing community service submitted by the defendant. The court shall also receive and consider the recommendations of the supervisor of community service in the city concerning the plan.
- (3) Notwithstanding any other provision of law, no person convicted of a violation of this section shall be placed on probation or have his sentence suspended unless such person shall make at least partial restitution for such property damage or is compelled to perform community services, or both, as is more particularly set forth in Code of Virginia §19.2-305.1.

(d) Authority of city to remove or repair.

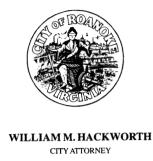
- (1) The city manager is authorized to undertake or contract for the removal or repair of the defacement, including but not limited to defacement by application of graffiti, of any public building, wall, fence or other structure or any private building, wall, fence or other structure where such defacement is visible from any public right-of-way.
- (2) Prior to such removal, the city manager shall request that the property owner remove or repair the defacement. If the property owner fails to remove or repair the defacement within fifteen (15) days of the date of the request, then the city manager shall seek the written permission of the property

owner for the city or its representatives to remove or repair the defacement. Should the property owner fail to provide such permission within ten (10) days after request for permission, the city may have such defacement removed or repaired by the city's agents or employees. give notice to the owner and lessee, if any, of any private building or facility that has been defaced that, within fifteen (15) days of receipt of such notice, if the owner or lessee does not clean or cover the defacement or object to the removal of the defacements, the city many clean or cover the defacement.

- (3) All such removal or repair, unless undertaken by the property owner, shall be at the expense of the city; provided however, that the removal or repair work may be undertaken by volunteers or individuals required to perform community service by order of any court, under appropriate city supervision.
- 2. The provisions of this ordinance shall be in full force and effect on July 1, 2005.
- 3. Pursuant to §12 of the City Charter, the second reading by title paragraph of this ordinance is hereby dispensed with.

ATTEST:

City Clerk.



CITY OF ROANOKE

OFFICE OF CITY ATTORNEY
464 MUNICIPAL BUILDING
215 CHURCH AVENUE, SW
ROANOKE, VIRGINIA 24011-1595

TELEPHONE: 540-853-2431 FAX: 540-853-1221 EMAIL: cityatty@ci.roanoke.va.us TIMOTHY R. SPENCER
STEVEN J. TALEVI
GARY E. TEGENKAMP
DAVID L. COLLINS
HEATHER P. FERGUSON
ASSISTANT CITY ATTORNEYS

June 6, 2005

The Honorable Mayor and Members of City Council Roanoke, Virginia

Re: Reenactment of City Code

Dear Mayor Harris and Council Members:

Since 1982, City Council has reenacted and recodified the City Code on an annual basis in order to properly incorporate in the Code amendments made by the General Assembly at the previous Session to State statutes that are incorporated by reference in the City Code. This procedure ensures that the ordinances codified in our Code incorporate the most recent amendments to State law.

Incorporation by reference is frequently utilized in local codes to preclude having to set out lengthy provisions of State statutes in their entirety. In addition, the technique ensures that local ordinances are always consistent with the State law as is generally required.

The procedure whereby a local governing body incorporates State statutes by reference after action of the General Assembly has been approved by the Attorney General. See Report of the Attorney General (1981-1982) at 272. I recommend that Council adopt the attached ordinance to readopt and reenact the Code of the City of Roanoke (1979). If the attached ordinance is not adopted, City Code sections incorporating provisions of the State Code amended at the last Session of the General Assembly may not be deemed to include the recent amendments and may be impermissibly inconsistent which could result in the dismissal of criminal prosecutions under these City Code sections.

Sincerely yours,

William M. Hackworth

Bill Harmin

City Attorney

WMH:f
Attachment

The Honorable Mayor and Members of City Council June 6, 2005

Page 2

cc: Darlene L. Burcham, City Manager
George C. Snead, Jr., Assistant City Manager for Operations
Rolanda Russell, Assistant City Manager for Community Development
The Honorable Donald S. Caldwell, Commonwealth's Attorney
A. L. "Joe" Gaskins, Chief of Police
Mary F. Parker, City Clerk

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE to readopt and reenact the Code of the City of Roanoke (1979), as amended; and dispensing with the second reading by title of this ordinance.

WHEREAS, by Ordinance No. 25043, adopted April 7, 1980, this Council adopted and enacted a new code for the City of Roanoke entitled the Code of the City of Roanoke (1979) (hereinafter sometimes referred to as the "City Code");

WHEREAS, such Code, as amended, contains certain provisions which incorporate by reference portions of the Code of Virginia (1950), as amended, (hereinafter "State Code");

WHEREAS, from time to time, certain of these State Code sections which are incorporated by reference in the City Code have been amended by the General Assembly;

WHEREAS, such amendments are a matter of public record which are set forth in the Acts of Assembly and supplements and replacement volumes of the State Code; and

WHEREAS, it is the desire of this Council that those provisions of the City Code which adopt by reference State Code provisions shall be fully consistent with enactments of the most recent Session of the General Assembly;

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. The Code of the City of Roanoke (1979), as amended, a copy of which is on file in the City Clerk's Office, consisting of Chapters 1 through 36.1, each inclusive, is hereby readopted and reenacted. Such Code amendments heretofore and hereafter adopted shall continue to be known as the Code of the City of Roanoke (1979), as amended.

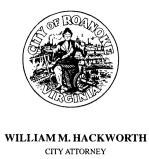
2. With respect to sections or provisions of the State Code incorporated by reference in the City Code, Council recognizes any amendments made to such sections or provisions of the State Code by the most recent Session of the General Assembly and hereby expresses the intent and ordains that such amendments to sections or provisions of the State Code incorporated by reference in the City Code shall be included in the City Code verbatim as enacted by the most recent Session of the General Assembly.

3. Any reference in the City Code to any section, article or chapter from former Titles of the State Code shall be deemed and construed to apply to the successor section, article or chapter of the State Code, comparable sections being set out in Tables of Comparable Sections for certain Repealed and Revised Titles published in Volume 10.

4. Pursuant to Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY OF ROANOKE

OFFICE OF CITY ATTORNEY

464 MUNICIPAL BUILDING
215 CHURCH AVENUE, SW
ROANOKE, VIRGINIA 24011-1595

TELEPHONE: 540-853-2431 FAX: 540-853-1221 EMAIL: cityatty@ci.roanoke.va.us TIMOTHY R. SPENCER STEVEN J. TALEVI GARY E. TEGENKAMP DAVID L. COLLINS HEATHER P. FERGUSON ASSISTANT CITY ATTORNEYS

June 6, 2005

The Honorable Mayor and Members of City Council Roanoke, Virginia

Re: Amendment to 2000-2005 Consolidated Plan

Dear Mayor Harris and Members of Council:

On May 2, 2005, City Council approved certain amendments to the 2000-2005 Consolidated Plan. Unfortunately, the resolution that was adopted did not fully conform with the City Manager's recommendations. Specifically, the City Manager asked City Council to redesignate \$700,000 in Community Development Block Grant ("CDBG") and HOME Investment Partnership funds to the Roanoke Redevelopment and Housing Authority, and \$200,000 of CDBG funds for other designated housing activities in the 2005-2006 period. However, as adopted, Resolution No. 37032-050205, among other things, redesignated the entire \$900,000 to the Housing Authority.

In order to follow the recommendations of the City Manager in her letter dated May 2, 2005, to City Council, a copy of which is attached for your convenience, I have prepared a new resolution which repeals Resolution No. 37032-050205, and implements the City Manager's recommendations of May 2. It is attached for your consideration.

With kindest personal regards, I am

Sincerely yours,

William M. Hackworth

William M. Harmorth

City Attorney

WMH:f Attachment

cc: Darlene M. Burcham, City Manager

Jesse A. Hall, Director of Finance

Mary F. Parker, City Clerk

Sherman M. Stovall, Director of Management and Budget

Frank E. Baratta, Budget Team Leader

5/2/105

IN THE COUNCIL FOR THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the appropriate City officials to execute an amendment to the Consolidated Plan for FY 2000-2005, providing for the redesignation of certain Community Development Block Grant and HOME Investment Partnerships funds, upon certain terms and conditions; and repealing Resolution No. 37032-050205, adopted on May 2, 2005.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City Manager and the City Clerk are hereby authorized, for and on behalf of the City, to execute and attest, respectively, an amendment to the Consolidated Plan for FY 2000-2005, providing for the redesignation of \$700,000 of Community Development Block Grant and HOME Investment Partnership funds to the Roanoke Redevelopment and Housing Authority, and \$200,000 of Community Development Block Grant funds for other undesignated housing activities, and any additional necessary documents related to such an amendment, such documents to be approved as to form by the City Attorney, as is more particularly set forth in the City Manager's letter dated May 2, 2005, to this Council, and the City Attorney's letter of June 6, 2005, to Council.

2. BE IT FURTHER RESOLVED that Resolution No. 37032-050205, adopted May 2, 2005, be and it is hereby REPEALED.

ATTEST:

City Clerk.



JESSE A. HALL Director of Finance email: jesse hall@ci.roanoke.va.us

CITY OF ROANOKE DEPARTMENT OF FINANCE

215 Church Avenue, S.W.,,Room 461 P.O. Box 1220 Roanoke, Virginia 24006-1220 Telephone: (540) 853-2821 Fax: (540) 853-6142

ANN H. SHAWVER

Deputy Director

email: ann_shawver@ci.roanoke.va.us

June 6, 2005

Honorable C. Nelson Harris, Mayor Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor Honorable M. Rupert Cutler, Council Member Honorable Alfred T. Dowe, Jr., Council Member Honorable Sherman P. Lea, Council Member Honorable Brenda L. McDaniel, Council Member Honorable Brian J. Wishneff Council Member

Dear Mayor Harris and Members of City Council:

Subject: April Financial Report

The following narrative provides commentary on the significant trends and budget variances of the first ten months of fiscal year 2005.

Revenues

Revenues through April FY05 increased 7.08% compared to FY04. The overall growth in FY05 is led by strong performance of the real estate tax and growth in Social Services reimbursements which corresponds with increased expenditures. A portion of the FY05 growth results from changes in accounting for charges to the Schools which are further described in the following narrative. Categories with significant variances from the prior year are discussed as follows.

General Property Taxes increased 9.08% in fiscal year 2005 mainly due to an increase in collections of current year real estate tax. The revenue increase of approximately 8.5% is consistent with growth in assessments and new construction which is in excess of the expected level. The real estate tax will exceed the revenue estimate for the year. Delinquent real estate revenues have also grown due to continued collection efforts. The personal property tax was due May 31st, and assessments by the Commissioner of the Revenue indicate growth in this revenue for FY05. Revenue from penalties and interest have also risen in FY05.

Other Local Taxes have risen 2.71% in fiscal year 2005 through April. Revenues from the Business, Professional and Occupational License (BPOL) tax increased approximately 3% compared to FY04 and will exceed the revenue estimate. The sales tax is up .4% compared to the prior year when both years are adjusted to exclude non-recurring collections of prior period sales taxes. Sales tax performance has stabilized following a growth year in FY04. The tax will exceed the revenue estimate, positively impacted by the one-time collections we have received in the current year. The cellular phone utility tax has increased in the current year, in part due to collections of prior year unpaid amounts of \$68,000. Conversely, the telephone utility tax has declined along with decreased consumer use of land lines which has taken place as the cellular industry has continued to expand. The local share of the recordation tax has grown due to an increase in the tax rate which became effective September 1, 2004. The E-911 tax also grew as a result of an increase in its rate from \$1.45 to \$2.00 which became effective November 1, 2003. The prepared food and beverage tax has increased 3.7% since FY04, while the transient room tax has remained stable.

Honorable Mayor and Members of Council June 6, 2005 Page 2

Permits, Fees and Licenses increased 19.68% since FY04 as a result of an increase in building inspection fees and excavation permits. Building inspection fees increased as a result of several large building permits including those for the Patrick Henry High School and Water Pollution Control Plant projects. Excavation permit fees increased in FY05, as these fees are being charged to the Water Authority whereas they were not charged when Water and Sewer Funds were components of the City.

Revenue from the Use of Money and Property declined 8.61% due to a reduction in interest earnings. Cash balances in the General Fund have been lower in the current year than in FY04.

Grants-in-Aid Commonwealth increased 8.81% due to increased revenues for social services and other state-funded programs. In FY05, CSA (Comprehensive Services Act) revenues have increased, correlating with expenditure increases related to the program. Revenues to fund foster care, day care and administrative costs of Social Services have also increased based upon expenditures of the programs. Funding of our Constitutional offices increased 4% in the current year as compared to last year. E911 Wireless revenues have increased to fund additional staff positions. Several revenue amounts have varied from FY04 based on changes in the amounts allocated by the State. Street maintenance funding has increased 3% and HB599 revenues are up approximately 9%. Conversely, the ABC and Wine taxes declined. Jail Per Diems have risen compared to FY04 when the third and fourth quarter payments from the State were reduced.

Grants-in-Aid Federal decreased significantly compared to FY04 when reimbursements were received from FEMA related to flooding in February 2003.

Miscellaneous Revenue increased 53.48% in the current year due to an increase in donations, flood insurance proceeds, and other nonrecurring revenues. The payment in lieu of taxes from the Housing Authority was received earlier in FY05 than FY04.

Internal Services increased 31.53% due to a change in accounting between FY04 and FY05 for School Comprehensive Services Act (CSA) and School Resource Officer billings. In prior years, the school share of CSA costs were deducted from the transfer to schools. The School Resource Officers were previously direct expenses of the schools. The resource officers are now accounted for in the City's Police Department and are billed by the General Fund to the Schools. Offsetting these increases are decreased internal charges in FY05 which resulted from the formation of the Western Virginia Water Authority.

Expenditures

The FY05 expenditure budget includes funding of nearly \$1.8 million to cover contracts and purchase orders made during FY04 but not paid by the end of that year. City Council approved re-appropriation of this funding when adopting the General Fund budget in May.

General Fund expenditures increased 1.92%. This relatively small increase is affected by the fact that there has been one fewer payroll on a year to date basis in fiscal year 2005 as compared to fiscal year 2004. All departments are also affected by the fact that City employees received an average pay raise of 3.0% on July 1, 2004. Other than these items which affect most categories of expenditures, variances between FY04 and FY05 are addressed as follows.

Health and Welfare expenditures increased 8.28% despite the reduction in payroll costs on a year to date basis because CSA (Comprehensive Services Act) expenditures have risen. The CSA program has been a continually rising cost of the City due to the increasing number of children being served and some of the costly facilities at which services are provided. Other Social Services expenditures also increased from FY04 to FY05, mainly as a result of increased expenditures for foster care, special needs

Honorable Mayor and Members of Council June 6, 2005 Page 3

adoption and daycare services. These expenditure increases impact the revenue growth in the Grants-in-Aid Commonwealth category as previously described.

The Transfer to Debt Service Fund has increased 7.87% in the current year primarily due to the lease payment on the human services building which began in January 2004.

The Transfer to School Fund increased 8.07% based on the formula for sharing of local taxes with the Schools. This transfer also increased due to the aforementioned change in accounting from FY04 to FY05 related to School CSA costs.

The Transfer to School Capital Projects Fund in FY04 resulted from an appropriation of fund balance relative to CMERP for school construction and renovation costs. There has been no similar transfer in FY05.

Nondepartmental expenditures decreased 23.77% due to a net decline in transfers to other funds of the City. Transfers vary from year to year based on transactions between the General Fund and other funds of the City. In FY04, a one-time transfer of approximately \$2.8 million was made from the General Fund to the Parking Fund for the retirement of the lease of the Century Station parking garage. Conversely, transfers to the Capital Projects and Department of Technology Funds increased in FY05 as a result of increased funding of capital projects.

Sincerely,

Jesse A. Hall

Director of Finance

Jene A Hall

JAH:ca

Attachments

c: Darlene L. Burcham, City Manager William M. Hackworth, City Attorney Mary F. Parker, City Clerk Sherman M. Stovall, Director of Management and Budget

CITY OF ROANOKE, VIRGINIA GENERAL FUND

STATEMENT OF REVENUE

	Year to Date for the Period				Current Fiscal Year			
								Percent of
							Revised	Revenue
	Ju	ly 1 - April 30	J	uly 1 - April 30	Percentage		Revenue	Estimate
Revenue Source		2003-2004		2004-2005	of Change		Estimates	Received
General Property Taxes	\$	69,971,774	\$	76,322,230	9.08 %	\$	87,491,000	87.23%
Other Local Taxes		46,616,804		47,881,898	2.71 %	ı	62,631,000	76.45%
Permits, Fees and Licenses		859,871		1,029,103	19.68 %		1,112,000	92.55%
Fines and Forfeitures		1,214,616		1,205,215	-0.77 %	ı	1,321,000	91.24%
Revenue from Use of Money and Property		509,689		465,782	-8.61 %		735,000	63.37%
Grants-in-Aid Commonwealth		40,783,034		44,377,324	8.81 %	ı	47,990,014	92.47%
Grants-in-Aid Federal Government		130,731		19,385	-85.17 %		34,000	57.01%
Charges for Services		7,262,685		7,364,103	1.40 %	·	8,115,000	90.75%
Miscellaneous Revenue		347,217		532,920	53.48 %		467,284	114.05%
Internal Services		1,542,740		2,029,101	31.53 %		2,730,000	74.33%
Total	\$	169,239,161	\$	181,227,061	7.08 %	\$	212,626,298	85.23%

STATEMENT OF EXPENDITURES AND ENCUMBRANCES

_	Year to Date for the Period			Current Fiscal Year					
Expenditures		July 1 - April 30 2003-2004	July 1 - April 30 2004-2005	Percentage of Change	Un	encumbered Balance	A	Revised opropriations	Percent of Budget Obligated
General Government	\$	9,678,969	9,106,676	-5.91 %	\$	2,665,953	\$	11,772,629	77.35%
Judicial Administration		5,080,854	5,212,677	2.59 %		1,730,967		6,943,644	75.07%
Public Safety		41,979,166	43,071,202	2.60 %		9,401,182		52,472,384	82.08%
Public Works		18,822,911	18,903,697	0.43 %		3,817,127		22,720,824	83.20%
Health and Welfare		23,724,985	25,689,420	8.28 %		3,896,468		29,585,888	86.83%
Parks, Recreation and									
Cultural		7,151,396	6,833,964	-4.44 %		1,879,869		8,713,833	78.43%
Community Development		5,008,415	4,734,789	-5.46 %		1,034,981		5,769,770	82.06%
Transfer to Debt Service									
Fund		14,513,017	15,655,376	7.87 %	,	(144,706)		15,510,670	100.93%
Transfer to School Fund		40,741,205	44,027,958	8.07 %		8,648,321		52,676,279	83.58%
Transfer to School Capital								, ,	
Projects Fund		1,025,630	-	-100.00 %	,	-		-	0.00%
Nondepartmental		8,910,662	6,792,840	-23.77 %)	3,687,254		10,480,094	64.82%
Total	\$	176,637,210	180,028,599	1.92 %	\$	36,617,416	\$	216,646,015	83.10%

CITY OF ROANOKE, VIRGINIA CIVIC FACILITIES FUND COMPARATIVE INCOME STATEMENT

FOR THE TEN MONTHS ENDING APRIL 30, 2005

	FY 2005	FY 2004
Operating Revenues		
Rentals	\$ 573,839	\$ 723,387
Event Expenses	170,549	213,362
Display Advertising	132,626	92,353
Admissions Tax	. 415,478	441,553
Electrical Fees	16,351	7,520
Novelty Fees	80,122	87,351
Facility Surcharge	282,430	401,980
Charge Card Fees	86,710	92,852
Commissions	61,758	81,203
Catering/Concessions	769,714	1,022,853
Other	22,044	9,375
Total Operating Revenues	2,611,621	3,173,789
Operating Expenses		
Personal Services	1,617,033	1,669,244
Operating Expenses	1,756,519	1,872,983
Depreciation	387,493	439,478
Total Operating Expenses	3,761,045	3,981,705
Operating Loss	(1,149,424)	(807,916)
Nonoperating Revenues (Expenses)		
Interest on Investments	33,662	12,367
Flood Damage Reimbursements	177,239	23,453
Virginia Municipal League	-	11,865
Arena Ventures Contractual Penalties	122,970	117,506
Transfer from General Fund	567,483	477,565
Transfer from General Fund - Victory Stadium	102,277	113,728
Transfer from Capital Projects Fund	-	260,000
Transfer to Debt Service Fund	(66,219)	(62,194)
Gain on Disposal of Fixed Asset	-	45,000
Interest and Fiscal Charges	(80,245)	-
Miscellaneous	6,550	317
Total Nonoperating Revenues	863,717	999,607
Net Income (Loss)	\$ (285,707)	\$ 191,691

CITY OF ROANOKE, VIRGINIA PARKING FUND COMPARATIVE INCOME STATEMENT FOR THE TEN MONTHS ENDING APRIL 30, 2005

	FY 2005	FY 2004
Operating Revenues		A 11 * 10
Century Station Garage	\$ 309,337	\$ 352,873
Williamson Road Garage	451,475	456,621
Gainsboro Surface	44,995	37,181
Norfolk Ave Surface	52,249	51,667
Market Square Garage	185,005	197,219
Church Ave Garage	520,481	491,369
Tower Garage	362,789	374,653
Williamson Road Surface Lot	70,962	68,899
Gainsboro Garage	86,831	78,473
Other Surface Lots	135,231	123,191
Total Operating Revenues	2,219,355	2,232,146
Operating Expenses		
Operating Expenses	911,661	901,700
Depreciation	477,147	461,909
Total Operating Expenses	1,388,808	1,363,609
Operating Income	830,547	868,537
Nonoperating Revenues (Expenses)		
Interest on Investments	30,885	15,196
Transfer from General Fund (see note)	-	2,845,800
Transfer from Department of Technology Fund	-	78,000
Interest and Fiscal Charges	(268,917)	(303,657)
Net Nonoperating Revenues (Expenses)	(238,032)	2,635,339
Net Income	\$ 592,515	\$ 3,503,876

Note: The Transfer from General Fund for FY 2004 was to redeem the Century Station Garage lease.

CITY OF ROANOKE, VIRGINIA CITY TREASURER'S OFFICE GENERAL STATEMENT OF ACCOUNTABILITY FOR THE MONTH ENDED APRIL 30, 2005

TO THE DIRECTOR OF FINANCE:

GENERAL STATEMENT OF ACCOUNTABILITY OF THE CITY TREASURER OF THE CITY OF ROANOKE, VIRGINIA FOR THE FUNDS OF SAID CITY FOR THE MONTH ENDED APRIL 30, 2005.

	BALANCE AT			BALANCE AT	BALANCE AT
FUND	MAR 31, 2005	RECEIPTS	DISBURSEMENTS	APR 30, 2005	APR 30, 2004
GENERAL	(\$6,637,038.44)	\$23,566,488.59	\$15,104,292.58	\$1,825,157.57	(\$372,731.42)
WATER	420.00	0.00	0.00	420.00	5,271,488.79
WATER POLLUTION CONTROL	1,738.22	0.00	0.00	1,738.22	27,284,077.01
CIVIC FACILITIES	7,969,614.03	321,023.47	377,911.79	7,912,725.71	1,584,626.44
PARKING	3,365,735.74	237,922.76	80,172.31	3,523,486.19	1,086,600.23
CAPITAL PROJECTS	58,563,529.76	310,444.16	1,549,807.73	57,324,166.19	47,509,705.13
MARKET BUILDING OPERATIONS	(89,181.62)	26,969.05	58,834.84	(121,047.41)	148,867.93
CONFERENCE CENTER	4,031,808.30	53,650.51	6,369.38	4,079,089.43	3,789,165.03
DEBT SERVICE	14,813,383.38	2,088,386.73	44,848.18	16,856,921.93	14,373,999.25
DEPT OF TECHNOLOGY	3,301,870.48	289,283.78	408,336.26	3,182,818.00	3,930,345.74
FLEET MANAGEMENT	251,665.27	684,645.28	150,007.85	786,302.70	883,177.97
PAYROLL	(13,022,978.62)	13,897,210.80	13,595,214.42	(12,720,982.24)	(12,831,935.07)
RISK MANAGEMENT	11,718,021.83	840,607.98	1,061,747.70	11,496,882.11	12,082,533.60
PENSION	628,278.26	1,700,274.63	1,711,623.79	616,929.10	997,422.69
SCHOOL FUND	1,830,096.82	7,422,876.01	8,060,032.72	1,192,940.11	6,084,863.46
SCHOOL CAPITAL PROJECTS	20,205,108.64	5,394.18	2,697,754.71	17,512,748.11	6,316,674.67
SCHOOL FOOD SERVICE	181,383.69	398,267.13	457,080.02	122,570.80	140,612.99
FDETC	0.00	0.00	0.00	0.00	(18,734.42)
GRANT	791,897.44	463,243.13	517,272.81	737,867.76	1,562,609.03
TOTAL	\$107,905,353.18	\$52,306,688.19	\$45,881,307.09	\$114,330,734.28	\$119,823,369.05

CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE STATEMENT OF MY ACCOUNTABILITY TO THE CITY OF ROANOKE, VIRGINIA, FOR THE FUNDS OF THE VARIOUS ACCOUNTS THEREOF FOR THE MONTH ENDED APRIL 30, 2005. THAT SAID FOREGOING:

CASH

CASH IN HAND	\$359,787.42
CASH IN BANK	1,234,218.96
INVESTMENTS ACQUIRED FROM COMPETITIVE PROPOSALS:	
COMMERCIAL HIGH PERFORMANCE MONEY MARKET	3,600,000.00
COMMERCIAL PAPER	6,188,399.44
LOCAL GOVERNMENT INVESTMENT POOL	2,970,524.09
MONEY MANAGEMENT ACCOUNT	10,630,048.39
REPURCHASE AGREEMENTS	4,000,000.00
U. S. AGENCIES	28,747,032.78
VIRGINIA AIM PROGRAM (U. S. SECURITIES)	23,671,601.50
VIRGINIA SNAP PROGRAM (U. S. SECURITIES)	32,929,121.70
TOTAL	\$114,330,734.28

MAY 18, 2005

Clusty / h . *| Culty* EVELYN W. POWERS, TREASURER

CITY OF ROANOKE PENSION PLAN STATEMENT OF CHANGES IN PLAN NET ASSETS FOR THE TEN MONTHS ENDED APRIL 30, 2005

	FY 2005	FY 2004
Additions:		
Employer Contributions	\$ 5,224,163	\$ 4,193,192
Investment Income		
Net Appreciation (Depreciation) in Fair Value of Investments	12,650,469	27,034,558
Interest and Dividend Income	2,532,509	2,050,749
Total Investment Income (Loss)	15,182,978	29,085,307
Less Investment Expense	305,825	340,397
Net Investment Income (Loss)	14,877,153	28,744,910
Total Additions (Deductions)	\$ 20,101,316	\$ 32,938,102
<u>Deductions</u>		
Benefits Paid to Participants	\$ 16,827,292	\$ 15,071,573
Administrative Expenses	302,932	276,919
Total Deductions	17,130,224	15,348,492
Net Increase (Decrease)	2,971,092	17,589,610
Net Assets Held in Trust for Pension Benefits:		
Fund Balance July 1	306,925,352	283,983,057
Fund Balance April 30	\$309,896,444	\$301,572,667

CITY OF ROANOKE PENSION PLAN BALANCE SHEET APRIL 30, 2005

	FY 2005	FY 2004
<u>Assets</u>		
Cash Investments, at Fair Value Due from Other Funds	\$ 616,929 310,989,903 1,431	\$ 997,417 302,142,014 1,431
Other Assets	6,531	6,150
Total Assets	\$ 311,614,794	\$ 303,147,012
Liabilities and Fund Balance		
Liabilities:		
Due to Other Funds Accounts Payable	\$ 1,718,350 	\$ 1,546,301 28,044
Total Liabilities	1,718,350	1,574,345
Fund Balance:		-
Fund Balance, July 1 Net Gain (Loss) - Year to Date	306,925,352 2,971,092	283,983,057 17,589,610
Total Fund Balance	309,896,444	301,572,667
Total Liabilities and Fund Balance	\$ 311,614,794	\$ 303,147,012